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

Jeffrey A. Meyers
 Commissioner

Katja S. Fox
 Director

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June 9, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, 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**

Northern Human Services

Vendor # 177222

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 #
FAIN**

**N/A
N/A**

Northern Human Services

Vendor # 177222

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

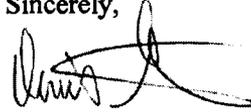
The Department of Health and Human Services requests to enter into an agreement to promote recovery from mental illness by providing non-Medicaid community mental health services for approximately 45,000 adults, children and families without insurance for eligible residents in the State of New Hampshire. 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 large, sweeping flourish extending to the right.

Denis Goulet

DG/kaf
DoIT #2018-074

Subject: Mental Health Services (SS-2018-DBH-01-MENTA-03)

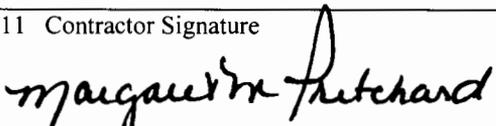
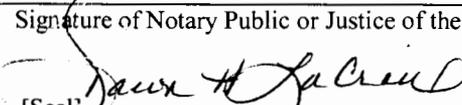
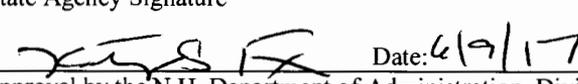
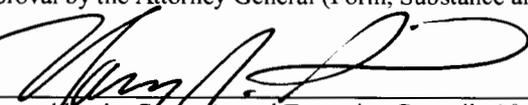
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health		1.4 Contractor Address 111 Church Street Laconia, NH 03246	
1.5 Contractor Phone Number 603-524-1100	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 \$673,770
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 Margaret M. Pritchard Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Belknap</u> On <u>June 8, 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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Dawn H. LaCroix - Notary			
1.14 State Agency Signature  Date: <u>6/9/17</u>		1.15 Name and Title of State Agency Signatory	
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.

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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 (APRTP).
- 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.

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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.

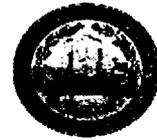


Exhibit A

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.

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Exhibit A

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.

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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.



Exhibit A

23. REFUGEE INTERPRETER SERVICES

23.1. General funds shall be used to provide language interpreter services for eligible uninsured, non-English speaking refugees receiving community mental health services through the mental health provider. This Contractor was chosen to receive these funds because it is located in one of the primary refugee resettlement areas in New Hampshire.

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

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

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.



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
Refugee Interpreter Services	\$ 5,000	\$ 5,000
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$ 94,170	\$ 94,170
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000
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	\$334,885	\$338,885

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

[Handwritten initials]
[Handwritten date: 6/8/17]



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:
SFY _____ BUDGET

	Total Agency	Total Administration 180	Total Programs	Maintenance 100	Children & Adolescents 101	Older Adult Services 102	Intake 103	Emergency Services/ Assessment 104	Brief/DRF 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 BCBS	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
480 BBH											
481 Bur. of Behavioral Health	0	0	0	0	0	0	0	0	0	0	0
482 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

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6/8/17

New Hampshire Department of Health and Human Services
Mental Health Services



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 Client 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
645 Maintenance & Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0
646 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													

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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												
701	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 49 - 115)												
	BBH Revenue w/Match	0	-	0	-	-	-	-	-	-	-	-	-
	Total Fees less Medicaid	0	-	0	-	-	-	-	-	-	-	-	-
	BBH Revenue	0	-	0	-	-	-	-	-	-	-	-	-
	Personnel Expense	0	-	0	-	-	-	-	-	-	-	-	-

Handwritten initials and date: 6/8/17



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.

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- 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.

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- 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;

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- 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.

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- 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.

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- 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.

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6/8/17



- 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.

[Handwritten Signature]
6/8/17



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.

[Handwritten Signature]
6/8/17



- 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.

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6/8/17



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

MP
Date 6/8/17



- 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.

6/8/17
Date

Contractor Name: The Lakes Region Mental Health Center, Inc, d/b/a Genesis Behavioral Health
Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: Executive Director



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.

6/8/17
Date

Contractor Name: The Lakes Region Mental Health Center, Inc. a/b/a Genesis Behavioral Health
Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: Executive Director



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: *The Lakes Region Mental Health Center, Inc, d/b/a Genesis Behavioral Health*

Margaret M. Pritchard

Name: *Margaret M. Pritchard*
Title: *Executive Director*

6/8/17
Date



**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 signature of the contractor representative.

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: *The Lakes Region Mental Health Center, Inc., d/b/a Genesis Behavioral Health*

6/8/17
Date

Margaret M. Pritchard
Name: *Margaret M. Pritchard*
Title: *Executive Director*

Exhibit G

Contractor Initials *mp*

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: The Lakes Region Mental Health Center, Inc., d/b/a Genesis Behavioral Health

Margaret M. Pritchard

Name: Margaret M. Pritchard
Title: Executive Director

6/8/17
Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Exhibit I

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

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

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

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6/8/17



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/9/17
Date

The Lakes Region Mental Health Center, Inc.,
d/b/a Genesis Behavioral Health

Name of the Contractor,
Margaret M. Pritchard
Signature of Authorized Representative

Margaret M. Pritchard
Name of Authorized Representative

Executive Director
Title of Authorized Representative

6/8/17
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: *The Lakes Region Mental Health Center, Inc; d/b/a Genesis Behavioral Health*

Margaret M. Fitchard

Name:
Title:

6/8/17
Date



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: 101410652
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: _____

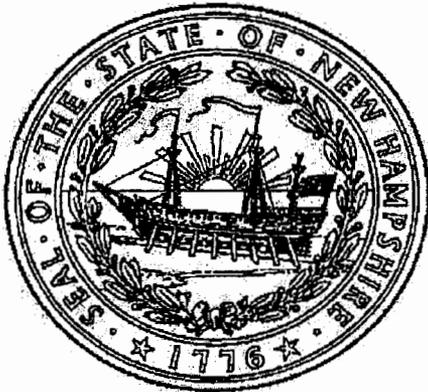
mf
6/8/17

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 GENESIS BEHAVIORAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on May 26, 2000. 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: 348744



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2017.

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

William M. Gardner
Secretary of State

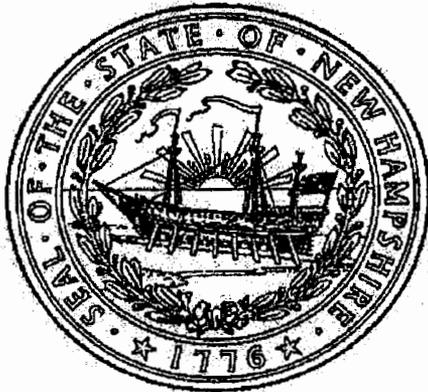
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1969. 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: 64124



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of The Lakes Region Mental Health Center, Inc, d/b/a Genesis Behavioral Health
(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 June 8, 2017:

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 8 day of June, 2017.
(Date Contract Signed)

4. Margaret M. Pritchard is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)
of the Agency.

Jannine P. Sutcliffe
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 8 day of June, 2017.

By Jannine Sutcliffe
(Name of Elected Officer of the Agency)

Dawn H. Lacroix
(Notary Public/Justice of the Peace)

NOTARY PUBLIC

DAWN H. LACROIX

Notary Public - New Hampshire

Commission Expires: My Commission Expires March 22, 2022



CERTIFICATE OF LIABILITY INSURANCE

GENES-2

OP ID: V2

DATE (MM/DD/YYYY)

04/07/2016

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

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

PRODUCER Melcher & Prescott-Laconia 426 Main Street Laconia, NH 03246 Ted Fodero	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Cincinnati Insurance Company		10677
INSURED Lakes Region Mental Health Center, Inc. dba Genesis Behavioral Health 111 Church Street Laconia, NH 03246	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	
	INSURER G :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Office			BCP0002232	07/01/2014	07/01/2017	D&O 3,000,000
A	ERISA Bond			B-80509449	08/25/2015	08/25/2018	ERISA 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

NHDCON3 NH DHHS 129 Pleasant Street Concord, NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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The mission of Genesis Behavioral Health is to provide essential services that enhance the emotional and mental health of our communities.

(Revised June 2012)

Our Vision

Genesis Behavioral Health is the leading health care provider recognized for its excellence in delivering accessible, quality mental health care and support in our communities.

Our Values

<u>R</u>ESPECT	We conduct our business and provide services with respect and professionalism.
<u>A</u>DVOCACY	We advocate for those we serve through enhanced collaborations, community relations and political action.
<u>I</u>NTEGRITY	We work with integrity and transparency, setting a moral compass for the agency.
<u>S</u>TEWARDSHIP	We are effective stewards of our resources for our clients and our agency's health.
<u>E</u>XCELLENCE	We are committed to excellence in all programming and services.

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health

FINANCIAL STATEMENTS

June 30, 2016

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
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June 30, 2016

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health

We have audited the accompanying financial statements of The Lakes Region Mental Health Center, Inc.d/b/a Genesis Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2016, and the related statement of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

To the Board of Directors
of The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health as of June 30, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Analysis of Accounts Receivables, the Analysis of BBH Revenues, Receipts & Receivables and schedules of functional public support, revenues and expenses on pages 11-14 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Braragan + Sargent

St. Albans, Vermont
September 19, 2016

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
STATEMENT OF FINANCIAL POSITION
June 30, 2016

ASSETS

CURRENT ASSETS

Cash	\$ 634,391
Investments	1,345,114
Accounts receivable (net of \$411,500 allowance)	1,063,330
Prepaid expenses and other current assets	<u>66,240</u>

TOTAL CURRENT ASSETS 3,109,075

PROPERTY AND EQUIPMENT - NET 1,187,123

OTHER ASSETS

Restricted cash	<u>24,748</u>
-----------------	---------------

TOTAL ASSETS \$ 4,320,946

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 141,951
Current portion long-term debt	30,857
Deferred income	30,416
Accrued vacation	298,673
Accrued expenses	<u>335,655</u>

TOTAL CURRENT LIABILITIES 837,552

LONG-TERM DEBT, less current portion 385,307

TOTAL LIABILITIES 1,222,859

NET ASSETS

Temporarily restricted	13,816
Unrestricted	<u>3,084,271</u>

TOTAL NET ASSETS 3,098,087

TOTAL LIABILITIES AND NET ASSETS \$ 4,320,946

See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2016

	Unrestricted Funds	Temporarily Restricted Funds	All Funds
	<u> </u>	<u> </u>	<u> </u>
PUBLIC SUPPORT AND REVENUES			
Public support -			
Federal	\$ 421,145	\$ -	\$ 421,145
State of New Hampshire - BBH	321,102	-	321,102
Other public support	<u>284,472</u>	<u>-</u>	<u>284,472</u>
Total Public Support	<u>1,026,719</u>	<u>-</u>	<u>1,026,719</u>
Revenues -			
Program service fees	10,675,037	-	10,675,037
Rental income	79,157	-	79,157
Other revenue	16,848	-	16,848
Net assets released from restriction	<u>10,043</u>	<u>(10,043)</u>	<u>-</u>
Total Revenues	<u>10,781,085</u>	<u>(10,043)</u>	<u>10,771,042</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>11,807,804</u>	<u>(10,043)</u>	<u>11,797,761</u>
EXPENSES			
BBH funded program services -			
Children Services	2,808,351	-	2,808,351
Intake	374,257	-	374,257
Multi-service	4,682,338	-	4,682,338
ACT	889,260	-	889,260
Emergency Services	789,706	-	789,706
Housing Services	243,096	-	243,096
Non-Eligible	774,030	-	774,030
Non-BBH funded program services	<u>1,232,439</u>	<u>-</u>	<u>1,232,439</u>
TOTAL EXPENSES	<u>11,793,477</u>	<u>-</u>	<u>11,793,477</u>
INCREASE (DECREASE) IN NET ASSETS FROM OPERATIONS	14,327	(10,043)	4,284
OTHER INCOME			
Investment income	<u>17,824</u>	<u>-</u>	<u>17,824</u>
TOTAL INCREASE (DECREASE) IN NET ASSETS	32,151	(10,043)	22,108
NET ASSETS, beginning	<u>3,052,120</u>	<u>23,859</u>	<u>3,075,979</u>
NET ASSETS, ending	<u>\$ 3,084,271</u>	<u>\$ 13,816</u>	<u>\$ 3,098,087</u>

See Notes to Financial Statements.

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2016

CASH FLOWS FROM OPERATING ACTIVITIES

Increase in net assets	\$ 22,108
Adjustments to reconcile to net cash provided by operations:	
Depreciation	144,574
Unrealized loss on investments	61,849
(Increase) decrease in:	
Accounts receivable	(159,883)
Prepaid expenses	1,153
Restricted Cash	(4,742)
Increase (decrease) in:	
Accounts payable & accrued liabilities	(60,445)
Deferred income	<u>(23,179)</u>

NET CASH (USED) IN OPERATING ACTIVITIES (18,565)

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of property and equipment	(53,251)
Net investment activity	<u>(72,385)</u>

NET CASH (USED) IN INVESTING ACTIVITIES (125,636)

CASH FLOWS FROM FINANCING ACTIVITIES

Principal payments on long-term debt	<u>(46,400)</u>
--------------------------------------	-----------------

NET (DECREASE) IN CASH (190,601)

CASH AT BEGINNING OF YEAR 824,992

CASH AT END OF YEAR \$ 634,391

SUPPLEMENTAL DISCLOSURE

Cash Payments for Interest	<u>\$ 21,563</u>
----------------------------	------------------

See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Lakes Region Mental Health Center, Inc. (the Center) d/b/a Genesis Behavioral Health is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the Center 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 under Section 509(a)(2).

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Estimated useful lives range from 3 to 40 years.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2016 totaled \$9,416,022, of which \$9,281,750 was revenue from third-party payers and \$134,272 was revenue from self-pay clients.

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Third Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

Temporarily Restricted Funds

Specific purpose funds are used to differentiate resources, the use of which is restricted by donors, from resources of general funds on which the donors place no restriction or that arise as a result of the operations of the Center for its stated purposes. Specific purpose contributions and other donor-restricted resources are recorded as additions to temporarily restricted net assets at the time they are received and as released from restrictions when expended for the purpose for which they were given. The earnings from these funds will be used to fund operations. For the year ending June 30, 2016 \$10,043 was released from restrictions.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

The allowance for doubtful accounts was \$411,500 and \$508,000 for the years ended June 30, 2016 and 2015. Total patient accounts receivable increased to \$1,237,593 as of June 30, 2016 from \$1,176,993 at June 30, 2015. As a result of this increase and changes to payer mix present at year end the allowance as a percentage of total accounts receivable decreased from 43% to 33% of total patient accounts receivable.

Advertising

Advertising costs are expensed as incurred. Total costs were \$84,567 at June 30, 2016 and consisted of advertising costs of \$43,453 and recruitment costs of \$41,114.

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 2 PROPERTY AND EQUIPMENT

The Center elects to capitalize all purchases with a useful life of greater than one year and a cost of \$1,000 or more. Property and equipment, at cost, consists of the following:

Land, buildings and improvements	\$ 2,642,359
Computer equipment	873,565
Furniture, fixtures and equipment	1,548,089
Vehicles	<u>77,819</u>
	5,141,832
Accumulated depreciation	<u>(3,954,709)</u>
 NET BOOK VALUE	 <u>\$ 1,187,123</u>

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE

Due from clients	\$ 42,052
Receivable from insurance companies	451,893
Medicaid receivables	581,107
Medicare receivables	<u>162,541</u>
	1,237,593
Allowance for doubtful accounts	<u>(411,500)</u>
Total Receivable - Trade	<u>826,093</u>

ACCOUNTS RECEIVABLE – OTHER

Housing Rent	14,502
UNH (IOD)	3,000
HUD	58,396
Lakes Region General Hospital	38,053
Laconia School District	9,287
Belknap County	7,500
Mount Prospect Academy	3,900
Town Appropriations	48,700
NFI North, Inc.	2,450
SAMSHA	39,173
BBH - Bureau of Behavioral Health	1,113
Riverbend Community Mental Health, Inc.	6,560
Other Grants	<u>4,603</u>
Total Receivable - Other	<u>237,237</u>

TOTAL ACCOUNTS RECEIVABLE \$ 1,063,330

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 4 LINE OF CREDIT

As of June 30, 2016, the Center had available a line of credit with an upper limit of \$1,400,000 with a local area bank. At that date, \$-0- had been borrowed against the line of credit. These funds are available at a variable rate of interest, with a floor no less than 4.5% per annum. This line of credit expires November 27, 2017, and is secured by all business assets.

NOTE 5 COMMITMENTS

The corporation leases real estate and equipment under various operating leases. Minimum future rental payments under non cancelable operating leases as of June 30, 2016 for each of the next four years and in the aggregate are:

<u>June 30,</u>	<u>Amount</u>
2017	\$ 208,281
2018	93,116
2019	10,242
2020	2,244
2021	1,013

Total rent expense for the year ended June 30, 2016, including rent expense for leases with a remaining term of one year or less was \$487,561.

NOTE 6 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a defined contribution 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2016 the total contributions into the plan were \$81,143. Total administrative fees paid into the plan for the year ended June 30, 2016 were \$10,173.

NOTE 7 RESTRICTED CASH

The Center maintains restricted depository accounts. At the balance sheet date the amounts are as follows:

Rural Development *	\$ <u>24,748</u>
---------------------	------------------

* Balance will accumulate per loan agreement to \$47,448 at a required monthly deposit of \$395.

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 8 LONG-TERM DEBT

As of June 30, 2016, long-term debt consisted of the following:

5% mortgage note payable - Rural Development due in monthly aggregate installments of \$3,357 (including principal and interest) secured by land and buildings through June, 2027.	\$ 339,415
5% mortgage note payable - Rural Development due in monthly installments of \$597 (including principal and interest) secured by land and buildings through December, 2030.	73,326
1% note payable - NH Health and Education Facilities due in monthly installments of \$1,709 (including principal and interest) secured by equipment through August, 2016.	<u>3,423</u>
	416,164
Less: Current Portion	<u>(30,857)</u>
	<u>\$ 385,307</u>

Expected maturities for the next five years are as follows:

Year Ending June 30,	
2017	\$ 30,857
2018	28,748
2019	30,313
2020	31,864
2021	33,494
Thereafter	<u>260,888</u>
	<u>\$ 416,164</u>

NOTE 9 CONTINGENT LIABILITIES

The Center receives money under various State and Federal grants. Under the terms of these grants, the Center is required to use the money within the grant period for purposes specified in the grant proposal and is subject to compliance reviews and audits by the grantor agencies. It is the opinion of management that any liability, resulting from future grantor agency audits of completed grant contracts, would not be material in relation to the overall financial statements.

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 9 CONTINGENT LIABILITIES (continued)

As of November 19, 2015 the Center was authorized the issuance and sale of a Series 2016 Bond not in excess of \$5,500,000 from New Hampshire Health and Education Facilities Authority. The Bond must be drawn down by May 31, 2017. As of June 30, 2016 the Center has not received proceeds from this bond.

NOTE 10 INVESTMENTS

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2016, the status of these funds were as follows:

	Cost	Unrealized Gain (Loss)	Market
Large Blend	\$ 346,915	\$ 116,110	\$ 463,025
Health	197,309	47,123	244,432
Large Growth	155,608	(232)	155,376
Mid-Cap Value	169,497	72,675	242,172
Short-Term Bond	190,795	49,114	239,909
Cash	200	-	200
	<u>\$ 1,060,324</u>	<u>\$ 284,790</u>	<u>\$ 1,345,114</u>

The related unrealized gain (losses) have been included in the investment income line on the accompanying statement of activities. Investment income is as follows:

Interest and Dividends	\$ 79,673
Unrealized Loss	(61,849)
	<u>\$ 17,824</u>

NOTE 11 FAIR VALUE MEASUREMENTS

Professional accounting standards require a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under these professional accounting standards are described below:

Basis of Fair Value Measurement

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 11 FAIR VALUE MEASUREMENTS (continued)

Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2016. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 12 CONCENTRATIONS OF CREDIT RISK

At June 30, 2016, the carrying amount of the cash deposits is \$659,139 and the bank balance totaled \$687,182. Of the bank balance, \$500,000 was insured by Federal Deposit Insurance, \$81,251 was insured by a repurchase agreement with Northway Bank and \$105,931 was uninsured.

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2016 is as follows:

Due from clients	3 %
Insurance companies	37
Medicaid	47
Medicare	<u>13</u>
	<u>100 %</u>

NOTE 13 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 19, 2016 which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2016, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2016

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 129,249	\$ 1,298,370	\$ (1,164,098)	\$ 221,469	\$ 42,052
BLUE CROSS / BLUE SHIELD	86,625	725,846	(343,800)	320,655	148,016
MEDICAID	377,120	13,042,104	(5,055,522)	7,782,595	581,107
MEDICARE	493,378	1,455,496	(970,345)	815,988	162,541
OTHER INSURANCE	90,621	943,259	(515,288)	214,715	303,877
ALLOWANCE FOR DOUBTFUL ACCOUNTS	<u>(508,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(411,500)</u>
TOTAL	<u>\$ 668,993</u>	<u>\$ 17,465,075</u>	<u>\$ (8,049,053)</u>	<u>\$ 9,355,422</u>	<u>\$ 826,093</u>

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2016

Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
<u>\$ -</u>	<u>\$ 321,102</u>	<u>\$ (320,787)</u>	<u>\$ 315</u>

CONTRACT YEAR, June 30, 2016

Analysis of Receipts Date of Receipt Deposit Date	Amount
07/09/15	\$ 148
07/15/15	12,567
08/12/15	295
08/27/15	890
09/25/15	540
10/13/15	155
10/21/15	148
11/02/15	148
11/06/15	30,321
11/17/15	480
11/25/15	594
11/30/15	7,691
12/02/15	148
12/07/15	133,325
12/21/15	2,340
12/30/15	380
01/15/16	148
01/21/16	39,685
01/28/16	36,472
01/29/16	2,705
02/12/16	26,003
02/22/16	650
03/01/16	17,046
03/03/16	148
04/13/16	650
04/22/16	40,525
04/29/16	148
05/04/16	148
05/13/16	22,374
06/14/16	24,656
06/22/15	148
06/28/16	4,203
Less: Federal Monies	<u>(85,092)</u>
	<u>\$ 320,787</u>

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2016

	<u>Total Agency</u>	<u>Admin.</u>	<u>Total Programs</u>	<u>Children</u>
Program Service Fees:				
Net Client Fee	\$ 134,272	\$ -	\$ 134,272	\$ 6,486
Blue Cross/Blue Shield	382,046	-	382,046	51,551
Medicaid	7,986,582	-	7,986,582	3,484,541
Medicare	485,151	-	485,151	-
Other Insurance	427,971	-	427,971	39,890
Program Sales:				
Service	1,259,015	-	1,259,015	59,951
Public Support - Other:				
United Way	192	192	-	-
Local/County Government	175,265	-	175,265	-
Donations/Contributions	66,653	66,653	-	-
Other Public Support	42,362	29,781	12,581	2,732
Federal Funding:				
HUD Grant	130,452	-	130,452	-
Other Federal Grants	290,693	-	290,693	4,605
Rental Income	79,157	-	79,157	1,262
DBH & DS:				
Community Mental Health	319,479	-	319,479	-
DCYF	1,623	-	1,623	1,623
Other Revenues	16,848	6,719	10,129	1,428
Net Assets Released From Restriction	10,043	-	10,043	2,000
	<u>11,807,804</u>	<u>103,345</u>	<u>11,704,459</u>	<u>3,656,069</u>
Administration	-	(103,345)	103,345	32,282
	<u>11,807,804</u>	<u>-</u>	<u>11,807,804</u>	<u>3,688,351</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>\$ 11,807,804</u>	<u>-</u>	<u>\$ 11,807,804</u>	<u>\$ 3,688,351</u>

Multi-Service	ACT	Intake	Emergency Services	Housing Services		Non Eligible	Non BBH Funded Programs
				Apts. S.L. McGrath	Apts. S.L. Summer		
\$ 28,379	\$ 6,349	\$ 3,797	\$ 6,335	\$ -	\$ -	\$ 82,926	\$ -
77,167	3,391	29,540	36,768	-	-	183,629	-
3,479,137	460,118	131,513	243,179	-	-	188,094	-
367,923	20,849	18,319	(13,869)	-	-	91,929	-
100,327	4,471	32,957	67,372	-	-	182,954	-
29,925	-	-	-	-	-	7,925	1,161,214
-	-	-	-	-	-	-	-
-	-	-	121,020	-	-	54,245	-
-	-	-	-	-	-	-	-
9,849	-	-	-	-	-	-	-
-	-	-	-	36,991	93,461	-	-
65,805	1,014	900	895	-	-	1,801	215,673
2,530	466	145	9	32,622	41,797	326	-
315	225,000	-	94,164	-	-	-	-
-	-	-	-	-	-	-	-
6,250	207	159	849	-	-	1,236	-
7,710	-	-	333	-	-	-	-
<u>4,175,317</u>	<u>721,865</u>	<u>217,330</u>	<u>557,055</u>	<u>69,613</u>	<u>135,258</u>	<u>795,065</u>	<u>1,376,887</u>
<u>36,866</u>	<u>6,374</u>	<u>1,919</u>	<u>4,918</u>	<u>615</u>	<u>1,194</u>	<u>7,020</u>	<u>12,157</u>
<u>\$ 4,212,183</u>	<u>\$ 728,239</u>	<u>\$ 219,249</u>	<u>\$ 561,973</u>	<u>\$ 70,228</u>	<u>\$ 136,452</u>	<u>\$ 802,085</u>	<u>\$ 1,389,044</u>

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2016

	<u>Total Agency</u>	<u>Administration</u>	<u>Total Programs</u>	<u>Children</u>
Personnel Costs:				
Salary and wages	\$ 7,506,434	\$ 600,890	\$ 6,905,544	\$ 1,661,896
Employee benefits	1,695,483	143,567	1,551,916	375,927
Payroll Taxes	508,585	43,464	465,121	114,590
Substitute Staff	174,779	9,662	165,117	1,581
Client Evaluation/Services	634	-	634	634
PROFESSIONAL FEES AND CONSULTANTS:				
Accounting/audit fees	24,055	24,055	-	-
Legal fees	4,033	(2,585)	6,618	2,991
Other professional fees	139,318	97,945	41,373	3,251
Staff Devel. & Training:				
Journals & publications	3,594	573	3,021	578
In-Service training	9,356	-	9,356	569
Conferences & conventions	37,354	3,229	34,125	7,608
Other staff development	18,724	2,110	16,614	10,813
Occupancy costs:				
Rent	137,001	26,036	110,965	43,174
Mortgage (Interest)	21,564	16	21,548	5,740
Heating Costs	24,212	-	24,212	4,670
Other Utilities	88,518	3,195	85,323	18,063
Maintenance & repairs	157,817	5,184	152,633	27,835
Consumable Supplies:				
Office	49,817	2,513	47,304	11,517
Building/household	32,904	91	32,813	6,596
Medical	9,975	-	9,975	-
Other	96,301	8,357	87,944	22,274
Depreciation-Equipment	55,107	692	54,415	7,130
Depreciation-Building	89,467	52	89,415	17,237
Equipment rental	20,353	1,782	18,571	5,063
Equipment maintenance	24,115	3,495	20,620	5,280
Advertising	84,567	39,548	45,019	9,224
Printing	914	183	731	82
Telephone/communications	350,015	16,914	333,101	93,886
Postage/shipping	21,035	(356)	21,391	6,747
Transportation:				
Staff	182,056	1,796	180,260	50,130
Clients	19,558	-	19,558	-
Assist to Individuals:				
Client services	35,795	-	35,795	17,018
Insurance:				
Malpractice/bonding	38,170	10,984	27,186	7,733
Vehicles	2,743	153	2,590	460
Comp. Property/liability	18,795	1,905	16,890	3,621
Membership Dues	30,413	890	29,523	400
Other Expenditures	79,916	50,124	29,792	2,935
	<u>11,793,477</u>	<u>1,096,464</u>	<u>10,697,013</u>	<u>2,547,253</u>
Admin. Allocation	<u>-</u>	<u>(1,096,464)</u>	<u>1,096,464</u>	<u>261,098</u>
TOTAL PROGRAM EXPENSES	<u>\$ 11,793,477</u>	<u>-</u>	<u>\$ 11,793,477</u>	<u>\$ 2,808,351</u>

Multi-Service	ACT	Intake	Emergency Services	Housing Services		Non-Eligible	Non BBH Funded Programs
				Apts. S.L. McGrath	Apts. S.L. Summer		
\$ 2,758,878	\$ 548,045	\$ 234,407	\$ 484,760	\$ 13,852	\$ 33,293	\$ 462,615	\$ 707,798
613,989	121,540	52,290	111,106	3,001	7,176	106,200	160,687
198,678	35,785	16,266	34,563	1,026	2,476	31,485	30,252
26,401	10,528	209	684	-	-	628	125,086
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
1,229	690	282	1,293	-	-	133	-
4,783	879	359	977	-	-	1,170	29,954
1,671	119	67	365	-	-	201	20
1,000	157	90	176	-	-	258	7,106
20,904	2,048	126	2,289	-	-	687	463
4,277	277	154	442	-	-	651	-
42,920	1,903	5,235	3,240	-	-	14,493	-
11,495	2,115	663	53	-	-	1,482	-
6,512	706	596	248	5,170	4,708	1,602	-
30,308	4,780	2,085	243	11,917	12,891	5,036	-
48,778	8,613	3,333	1,564	25,775	24,598	8,263	3,874
20,418	4,000	1,409	2,740	-	-	4,340	2,880
12,424	1,632	864	2,371	1,691	4,701	2,534	-
-	-	-	-	-	-	-	9,975
36,258	5,814	2,936	8,841	-	-	8,812	3,009
30,233	3,085	709	4,343	1,860	4,682	2,373	-
25,621	3,010	1,133	1,196	13,160	25,263	2,795	-
7,941	1,188	681	1,636	-	-	2,062	-
8,698	1,397	686	1,936	82	271	2,069	201
21,579	5,534	1,215	3,707	-	-	3,625	135
199	23	8	24	-	-	32	363
138,561	17,354	10,741	39,707	475	-	30,023	2,354
8,911	994	882	1,277	-	-	2,580	-
102,266	20,126	541	2,743	-	-	1,658	2,796
19,558	-	-	-	-	-	-	-
18,555	172	-	-	-	50	-	-
10,445	2,095	559	1,772	-	-	1,611	2,971
1,368	111	59	137	144	144	167	-
6,294	1,055	435	494	1,935	1,899	1,157	-
847	111	59	129	-	-	177	27,800
5,012	698	383	1,229	3,302	14,953	1,148	132
4,247,011	806,584	339,462	716,285	83,390	137,105	702,067	1,117,856
435,327	82,676	34,795	73,421	8,548	14,053	71,963	114,583
<u>\$ 4,682,338</u>	<u>\$ 889,260</u>	<u>\$ 374,257</u>	<u>\$ 789,706</u>	<u>\$ 91,938</u>	<u>\$ 151,158</u>	<u>\$ 774,030</u>	<u>\$ 1,232,439</u>

Lakes Region Mental Health Center, Inc. (d/b/a Genesis Behavioral Health)
 Board of Directors Listing

March, 2017

Maggie Pritchard Cell 630-7175 - Dawn Lacroix 524-1100 Ext. 132

President	Deborah	Pendergast	Gilford	NH	2, October 2017	Executive (Chair), QI
Vice President	Joe	Driscoll	Laconia	NH	1, October 2017	Executive, Governance (Chair), Facilities
Treasurer	Liz	Merry	Laconia	NH	3, October 2019	Executive, Finance (Chair), Advocacy (Chair)
Secretary	Jannine	Sutcliffe	Holderness	NH	2, October 2017	Executive, Development
Member at Large	Lori	Boelig	Laconia	NH	2, October 2018	Governance
Member at Large	Bob	Cameron	Gilmannton	NH	1, October 2018	
Member at Large	Annmarie	Gilligan	Loudon	NH	1, October 2019	
Member at Large	Adam	Hawkins	Gilmannton	NH	1, October 2018	
Member at Large	Miller	Lovett	Meredith	NH	3, October 2018	Finance, Facilities
Member at Large	Gail	Mears	Holderness	NH	1, October 2019	
Member at Large	Kate	Miller	Laconia	NH	1, October, 2019	
Member at Large	Carol	Pierce	Laconia	NH	3, October 2019	QI
Member at Large	Seifu	Ragassa	Gilford	NH	1, October 2019	QI
Member at Large	Cinda	Shepard	Meredith	NH	2, October 2019	QI
Member at Large	Matt	Soza	Laconia	NH	2, October 2017	Facilities (Chair), Development, Finance, QI, Governance, Advocacy
Member at Large	Kim	Sperry	Meredith	NH	2, October 2019	Development (Chair)
Member at Large	Kelley	White, MD	Laconia	NH	3, October 2018	QI (Chair), Executive
Member at Large	Rick	Wyman	Laconia	NH	1, October 2019	Finance Committee
Committee Member	Jerry	Fleischman				Finance Committee
Committee Member	Ed	McFarland	Laconia	NH		Facility Committee
Committee Member	Robyn	Curdie				Finance Committee
Committee Member	Susan	Stearns	Sanbornnton	NH		Development Committee
Committee Member	Cinde	Warmington	Concord	NH		Finance Committee

Margaret M. Pritchard

Objective: Administer programs which assist disabled people in obtaining or maintaining quality independent life

Experience: Current Genesis Behavioral Health Laconia, NH
Executive Director

2004-2007 Community Partners Dover, NH

Chief Operating Officer, Behavioral Health & Developmental Services of Strafford County, Inc.

- Oversee day-to-day operations of this non-profit company
- Establish and monitor revenue projections for approximately 17 million dollars worth of business
- Supervise all clinical directors of programs
- Participate in all board meetings and prepares monthly reports for presentation to the board
- Implemented and maintains a cohesive corporate identity between two previously separate corporations
- Serves on Division committees as needed
- Acting CEO on an as-needed basis
- Advocates politically for the corporation

2001-2004 Community Partners Dover, NH

Chief Operating Officer, Behavioral Health Division

- Responsible for incorporating 7 million dollar CMHC operations into an existing developmental services agency as a result of the closing of Strafford Guidance Center

2000-2001 Genesis Behavioral Health Laconia, NH

Director, Clinical Operations

- Established multidisciplinary teams and set standards of care
- Monitored various contractor agreements
- Established revenue projections for 5.2 million dollar operations
- Served on both internal and external organization committees

1994-2000 Riverbend CMHC Concord, NH

Director, Community Support Program

- Hire, fire and supervise middle managers and direct care staff (approx 100 staff)
- Established productivity expectations consistent with budget target of approx 4 million dollars
- Monitored and implemented quality assurance standards to satisfy regulators including NH DBH, Medicaid, Medicare, NHHFA, etc
- Developed policies and procedures
- Established and ensured a full range of services for people with psychiatric disabilities

1992-1994 The Mental Health Center Manchester, NH

Director, Emergency Services

- Managed the 24-hour psychiatric assessments and emergency care. Supervised, recruited and trained personnel internal and external to the department
- Liaison to local police hospitals, homeless shelters and refugee center

Emergency Service Clinician

- Provided crisis intervention, assessments and emergency care to people in acute distress

1987-1989 Community Council Nashua, NH

Director, Community Education

- Developed and implemented agency-wide staff development plan
- Submitted grants and responded to RFPs for special projects that assisted the agency in promoting education and prevention services

1986-1989 NE Non-profit Housing Manchester, NH

Social Worker Property management and general contractor for CDBH/"Mod Rehab" housing projects

- Screened individuals and families for housing assistance through Section 8 and other subsidy programs
- Co-authored HUD grant for 2.5 million dollars for "VWomen in Transition"
- Conducted housing inspections and worked with code department and local authority to assure compliance standards

1986 Region IV Agency Concord, NH

Case Manager

- Developed and monitored treatment plans for 25 developmentally disabled adults

1982-1985 The Mental Health Center Manchester, NH

Manager: Criscare Care Unit/SRO/Respite Care/Shared Apartment Program

- Supervised and trained direct care staff in implementing treatment related to independent living skills and community-based living
- Screened and assessed clients for appropriate services and placement.
- Liaison with local housing authority and police

Residential Staff

- Wrote and implemented residential service plans for 40 psychiatrically disabled adults.

Education: 1998-2000 New England College Henniker, NH

- MS Community Mental Health Counseling

1977-1981 SUNY Brockport Brockport, NY

- BS Social Work

Interests: 1989-Present

Granite State Critical Incident Street Management Team-Coordinator

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Lakes Region Mental Health Center dba Genesis Behavioral Health

Name of Contract: Mental Health Services

BUDGET PERIOD:		SFY 18 (Jul 1, 2017 thru Jun 30, 2018)		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Margaret Pritchard	Executive Director	\$147,000	0.00%	\$0.00
Dr. Vladimir Jelnov	Medical Director	\$270,000	0.00%	\$0.00
Dr. Raymond Suarez	Psychiatrist/Chief of Psy - LRGH	\$300,000	0.00%	\$0.00
Dr. Mark Wagner	Psychiatrist	\$225,000	0.00%	\$0.00
Dr. Kanwardeep Sethi	Psychiatrist	\$220,000	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD:		SFY 19 (Jul 1, 2018 thru Jun 30, 2019)		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Margaret Pritchard	Executive Director	tbd	0.00%	#VALUE!
Dr. Vladimir Jelnov	Medical Director	tbd	0.00%	#VALUE!
Dr. Raymond Suarez	Psychiatrist/Chief of Psy - LRGH	tbd	0.00%	#VALUE!
Dr. Mark Wagner	Psychiatrist	tbd	0.00%	#VALUE!
Dr. Kanwardeep Sethi	Psychiatrist	tbd	0.00%	#VALUE!
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				#VALUE!

Subject: Mental Health Services (SS-2018-DBH-01-MENTA-02)

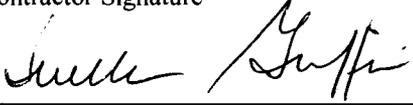
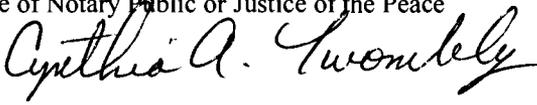
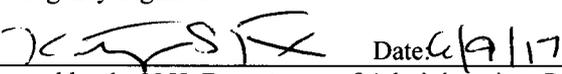
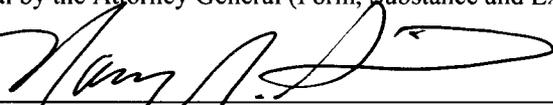
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name 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 West Central Services, Inc. DBA West Central Behavioral Health		1.4 Contractor Address 9 Hanover Street, Suite 2 Lebanon, NH 03766	
1.5 Contractor Phone Number 603-448-0126	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 \$661,922
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 Suellen Griffin, President/CEO	
1.13 Acknowledgement: State of New Hampshire, County of Grafton On June 7, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary Public or Justice of the Peace CYNTHIA A. TWOMBLY Notary Public - New Hampshire My Commission Expires August 14, 2018			
1.14 State Agency Signature  Date: 6/17		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/13/2017			
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 (APRTP).
- 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.



Exhibit A

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. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 23.1. DCYF funds shall be used by the Contractor to provide the following:
 - 23.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
 - 23.1.2. 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.



Exhibit A

24. RENEW CONTINUATION (Rehabilitation for Empowerment, Education, and Work)

24.1. The Contractor shall continue 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 apply funds, as specified in Exhibit B, to obtain RENEW training from the Institute on Disability at UNH for three (3) facilitators and an internal coach, to obtain coaching for facilitators, internal coach and implementation teams, and to provide travel funds for these purposes.

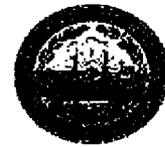


Exhibit B

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.



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
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$ 87,878	\$ 87,878
Assertive Community Treatment Team (ACT) - Adults	\$ 225,000	\$ 225,000
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)	\$ 9,313	\$ 9,313
Total	\$328,961	\$332,961

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 Continuation: DHHS shall reimburse the Contractor for:

IOD/UNH COSTS	NUMBER OF HOURS AND COST/HR	TOTAL COST
Training for (3) new Facilitators	(3) X \$399/per facilitator	\$1,197
Training for an Internal Coach	(1) Coach for (2) days (\$199/day)	\$ 398
Coaching by IOD for Facilitators, Coach & Implementation Teams	(4) hours/mo. X (12) months * \$150/hour	\$7,200
Travel	(12) Roundtrips	\$ 518
		\$9,313

- 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: SFY _____ BUDGET

	Total Agency	Total Administration	Total Programs	Maintenance	Children & Adolescents	Older Adult Services	Intake	Emergency Services/Assessment	Brief/DRF	Intensive Partial Hospital	Restorative Partial Hospital
	180	101	102	103	104	106	107	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
408 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. Alcdrug 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 MHSP	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
480 BBH											
481 Bur. of Behavioral Health	0	0	0	0	0	0	0	0	0	0	0
482 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



SPECIAL PROVISIONS

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

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



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department 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.



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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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.

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- 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.

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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;

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- 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.

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- 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.

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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.



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:
West Central Services, Inc. DBA West Central Behavioral Health

Name: Suellen Griffin
Title: President/CEO

6-7-17
Date

Contractor Initials SG
Date 6-7-17



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:
West Central Services, Inc. DBA West Central Behavioral Health



Name: Suellen Griffin
Title: President/CEO

6-7-17

Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:
West Central Services, Inc. DBA West Central Behavioral Health

Name: Suellen Griffin
Title: President/CEO

6-7-17

Date



**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

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



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:

West Central Services, Inc. DBA West Central Behavioral Health

Name: Suellen Griffin
Title: President/CEO

6-7-17

Date

Exhibit G

Contractor Initials

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

West Central Services, Inc. DBA West Central Behavioral Health

Name: Suellen Griffin
Title: President/CEO

6-7-17

Date

Contractor Initials Sy

Date 6-7-17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

A handwritten signature in black ink, appearing to be 'Sg', written over a horizontal line.



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.

Handwritten initials in black ink, appearing to be 'JG' or similar, written over a horizontal line.



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

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/9/17
Date

West Central Services, Inc. DBA West Central Behavioral Health
Name of the Contractor

Suellen Griffin
Signature of Authorized Representative

Suellen Griffin
Name of Authorized Representative

President/CEO
Title of Authorized Representative

6-7-17
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:

West Central Services, Inc. DBA West Central Behavioral Health

Name: Suellen Griffin
Title: President/CEO

6-7-17

Date

Contractor Initials

Date 6-7-17



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: 150883403
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 Y 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: _____

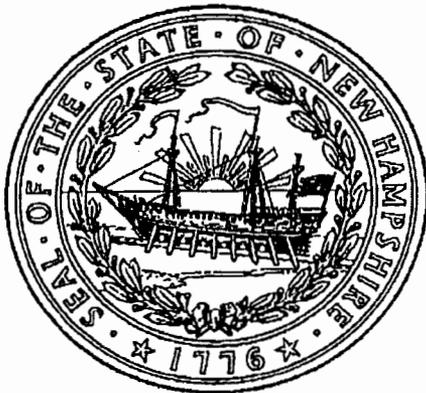
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1985. 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: 85174



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

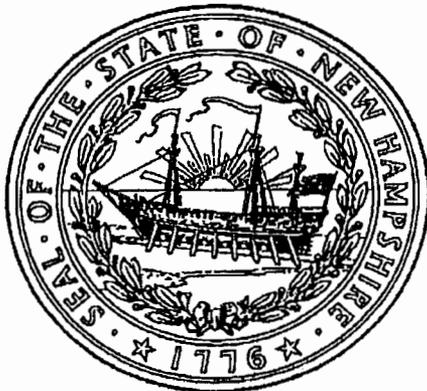
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL BEHAVIORAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on February 05, 2001. 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: 367817



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

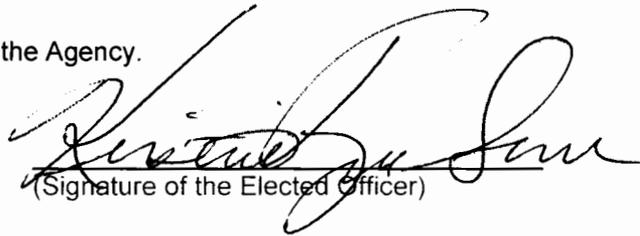
I, Kristina Fjeld-Sparks, do hereby certify that:

1. I am a duly elected Officer of West Central Behavioral Health.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 22, 2017:

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of June, 2017.

4. Suellen Griffin is the duly elected President/CEO of the Agency.

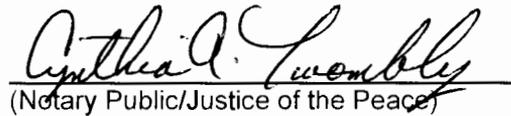


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 7th day of June, 2017, By Kristina Field-Sparks.



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

CYNTHIA A. TWOMBLY
Notary Public - New Hampshire
My Commission Expires August 14, 2018

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/06/2017

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

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

PRODUCER Integro USA Inc. dba Integro Insurance Brokers Two Financial Center 60 South Street, Suite 800 Boston, MA 02111 James Sheehan 1-617-531-6000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL UNION FIRE INS CO OF PITTS NAIC # 19445 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Dartmouth-Hitchcock Health and other Scheduled Named Insureds One Medical Center Drive Lebanon, NH 03756	

COVERAGES **CERTIFICATE NUMBER: 49567900** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime Coverage			01-330-99-91	03/31/17	03/31/18	Each Claim 5,000,000 Retention 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Insured includes: West Central Services, Inc. d/b/a West Central Behavioral Health

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

DATE (MM/DD/YYYY)
04/06/2017

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

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PRODUCER Integro USA Inc. dba Integro Insurance Brokers Two Financial Center 60 South Street, Suite 800 Boston, MA 02111	1-617-531-6000	CONTACT NAME: PHONE (A/C No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Dartmouth-Hitchcock Health and other Scheduled Named Insureds One Medical Center Drive Lebanon, NH 03756		INSURER(S) AFFORDING COVERAGE INSURER A: NATIONAL UNION FIRE INS CO OF PITTS INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 19445

COVERAGES

CERTIFICATE NUMBER: 49568460

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Fiduciary Liability			01-330-99-91	03/31/17	03/31/18	Each Claim 10,000,000

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

Insured includes: West Central Services, Inc. d/b/a West Central Behavioral Health
 Evidence of Fiduciary Liability

CERTIFICATE HOLDER**CANCELLATION**

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

DATE (MM/DD/YYYY)
11/09/2016

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.

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PRODUCER Integro USA Inc. dba Integro Insurance Brokers Two Financial Center 60 South Street, Suite 800 Boston, MA 02111	1-617-531-6000	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: CAPITOL SPECIALTY INS CORP INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10328
INSURED West Central Services d/b/a West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon, NH 03766				

COVERAGES

CERTIFICATE NUMBER: 48440577

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HS02726188-01	11/01/16	11/01/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Healthcare Prof Liability Claims Made			HS02726188-01	11/01/16	11/01/17	Each Medical Incid 1,000,000 Aggregate 3,000,000

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

Evidence of insurance only.

CERTIFICATE HOLDER**CANCELLATION**

NH DHHS Sandy Lawrence 105 Pleasant Street Main Bldg., Rm 214-S Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Peter Lavery
USA	

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Factory Mutual Insurance Company
 1175 Boston-Providence Turnpike
 P.O. Box 9102
 Norwood, Massachusetts
 02062
 United States of America
 Tel: (1) 781 440-8000
 Fax: (1) 781 440-8742

POLICY INFORMATION FORM

This document is issued as a matter of information only and confers no rights upon the document holder. This Policy Information Form does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policy. We hereby certify that insurance coverage is now in force with our Company as outlined below.

Policy No.:	1019107	Policy Term	
Account No.:	1-66404	Effective Date:	01 October 2016
		Expiration Date:	01 October 2017

NAMED INSURED:

Dartmouth-Hitchcock Health; Mary Hitchcock Memorial Hospital; Dartmouth-Hitchcock Clinic; and the participating members of the New England Alliance for Health, LLC

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

See Attached

COVERAGE IN FORCE: (subject to limits of liability, deductibles and conditions in the Policy)

Insurance Provided:	Peril:	Limit Of Liability:
Property Damage	All Risk	See Attached

CERTIFICATE TERM: **Effective:** 01 October 2016
Expires: 01 October 2017

THIS POLICY INSURES THE FOLLOWING KINDS OF PROPERTY:

Real Property in which the Insured has an insurable interest.

Personal Property owned by the Insured.

Personal Property, other than motor vehicles; of officers and employees of the Insured.

Personal Property of others in the custody of the Insured, which the Insured is under obligation to keep for physical damage of the type insured against under this policy.

NH DHHS
 ATTN: Sandy Lawrence
 129 Pleasant Street
 Concord, New Hampshire 03301, USA

Certificate No: 00003-001

Authorized Signature / Issue Date
 Michael J. Ryan / 25 October 2016

For questions, contact: Michelle Braun

Account No.: 1-66404
Policy No.: 1019107

Certificate No: 00003-001

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property
Administration Building
9 Hanover Street
Suite 2
Lebanon, New Hampshire 03766-1312, USA

Location No.: M5-01
INDEX No.: 001271.65
Division: West Central Services, Inc.

COVERAGE IN FORCE: (subject to limits of liability, deductibles and conditions in the Policy)

Insurance Provided: Property Damage
Peril: All Risk
Limit Of Liability: USD 404,860

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property
Counseling Center of Newport
167 Summer Street Suite 3
Newport, New Hampshire 03773-1281, USA

Location No.: M5-06
INDEX No.:
Division: West Central Services, Inc.

COVERAGE IN FORCE: (subject to limits of liability, deductibles and conditions in the Policy)

Insurance Provided: Property Damage
Peril: All Risk
Limit Of Liability: USD 50,000

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property
High Street Apartments
64 High Street
Claremont, New Hampshire 03743-2714, USA

Location No.: M5-09
INDEX No.:
Division: West Central Services, Inc.

COVERAGE IN FORCE: (subject to limits of liability, deductibles and conditions in the Policy)

Insurance Provided: Property Damage
Peril: All Risk
Limit Of Liability: USD 551,337

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property
Lebanon Adult & Children Services
85 Mechanic Street
Lebanon, New Hampshire 03766-1500, USA

Location No.: M5-11
INDEX No.: 001375.97
Division: West Central Services, Inc.

COVERAGE IN FORCE: (subject to limits of liability, deductibles and conditions in the Policy)

Insurance Provided: Property Damage
Peril: All Risk
Limit Of Liability: USD 451,092



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2017

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

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

PRODUCER Hays Companies 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Tina Rothemich PHONE (A/C, No, Ext): (617) 723-7775 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Co (AmTrust) NAIC # 42376 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon NH 03766	

COVERAGES **CERTIFICATE NUMBER:** CL1751539905 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3637727	6/1/2017	6/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER NH DHHS Attn: Sandra Lawrence 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 James Hays/TROTHER
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WEST CENTRAL BEHAVIORAL HEALTH

Member of  DARTMOUTH-HITCHCOCK ALLIANCE

Mission Statement

Mission

West Central Behavioral Health's mission is to reduce the burden of mental illness and to improve the quality of life in our community. We commit ourselves to provide services that are safe, effective, client-centered, timely and efficient.

Vision

West Central Behavioral Health views mental health as the cornerstone of community health. We envision a time when mental health services are available as needed so that all people achieve their maximum potential.

Values

West Central Behavioral Health values the worth, dignity and individuality of every person. We value our consumers as partners and recognize their right to self-determination. We value evidence-based clinical practices that have proven to be effective in treating mental and behavioral illness. We are committed to the highest standards of ethical conduct in all aspects of our work.

Our employees are our most valuable asset and we recognize that to achieve our mission and vision we must be good stewards of our resources. We must carefully manage them, and must collaborate with other agencies and groups, for the good of the community.

West Central Services, Inc.
d/b/a West Central Behavioral Health

FINANCIAL STATEMENTS

June 30, 2016

West Central Services, Inc.
d/b/a West Central Behavioral Health
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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2016 and 2015, and the related statement of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedule of functional expenses on page 14-17 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.

Kittell, Branagan + Sargent

St. Albans, Vermont
August 29, 2016

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	<u>2016</u>	<u>2015</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 570,112	\$ 709,922
Investments	378,630	364,527
Restricted cash	108,175	99,462
Accounts receivable - trade, net	654,172	432,365
Accounts receivable - other	100,185	151,549
Due from affiliates	105	268
Prepaid expenses	151,677	88,054
TOTAL CURRENT ASSETS	1,963,056	1,846,147
 PROPERTY AND EQUIPMENT, net	 655,123	 647,058
 INVESTMENTS	 86,520	 85,408
 OTHER ASSETS		
Deposits	25,842	25,842
 TOTAL ASSETS	 \$ 2,730,541	 \$ 2,604,455

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Line of credit	\$ 394,297	\$ -
Accounts payable	63,590	157,834
Accrued payroll and related expenses	29,860	28,065
Deferred revenue	89,123	133,276
Deposits and other current liabilities	16,802	19,872
Current portion of long-term debt payable	71,914	127,317
Current portion of capital lease obligations	781	2,804
TOTAL CURRENT LIABILITIES	666,367	469,168
 CAPITAL LEASE OBLIGATIONS, less current portion above	 -	 723
 LONG-TERM DEBT, less current portion above	 689,824	 762,030
 TOTAL LIABILITIES	 1,356,191	 1,231,921
 NET ASSETS		
Temporarily restricted	8,000	12,000
Unrestricted	1,366,350	1,360,534
TOTAL NET ASSETS	1,374,350	1,372,534
 TOTAL LIABILITIES AND NET ASSETS	 \$ 2,730,541	 \$ 2,604,455

See Accompanying Notes to Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Years Ended June 30,

	2016			2015
	Unrestricted Funds	Temporarily Restricted Funds	All Funds	
PUBLIC SUPPORT AND REVENUES				
Public support:				
Federal	\$ 32,565	\$ -	\$ 32,565	\$ 117,502
State of New Hampshire Bureau of Behavioral Health	328,471	-	328,471	312,880
Contracted services and other public support	1,076,142	-	1,076,142	438,023
In-Kind support	46,195	-	46,195	45,925
Total public support	<u>1,483,373</u>	<u>-</u>	<u>1,483,373</u>	<u>914,330</u>
Revenues:				
Program service fees	8,011,626	-	8,011,626	8,493,240
Rental income	151,500	-	151,500	143,250
Other revenue	64,199	-	64,199	649,010
Net assets released from restriction	4,000	(4,000)	-	-
Total revenues	<u>8,231,325</u>	<u>(4,000)</u>	<u>8,227,325</u>	<u>9,285,500</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>9,714,698</u>	<u>(4,000)</u>	<u>9,710,698</u>	<u>10,199,830</u>
EXPENSES				
State of New Hampshire Bureau of Behavioral Health funded program services:				
Adult Maintenance	3,450,289	-	3,450,289	3,678,265
Adult Vocational	191,113	-	191,113	182,713
Children	3,285,027	-	3,285,027	3,179,388
ACT Team	325,638	-	325,638	334,028
Emergency services	513,830	-	513,830	501,531
Housing services	1,049,370	-	1,049,370	1,017,328
Non-eligibles	455,751	-	455,751	464,838
Other Non-BBH funded program services	452,579	-	452,579	545,512
TOTAL EXPENSES	<u>9,723,597</u>	<u>-</u>	<u>9,723,597</u>	<u>9,903,603</u>
CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES	(8,899)	(4,000)	(12,899)	296,227
OTHER INCOME				
Investment Income	14,715	-	14,715	18,510
INCREASE (DECREASE) IN NET ASSETS	5,816	(4,000)	1,816	314,737
NET ASSETS, beginning of year	<u>1,360,534</u>	<u>12,000</u>	<u>1,372,534</u>	<u>1,057,797</u>
NET ASSETS, end of year	<u>\$ 1,366,350</u>	<u>\$ 8,000</u>	<u>\$ 1,374,350</u>	<u>\$ 1,372,534</u>

See Accompanying Notes to Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 1,816	\$ 314,737
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	64,392	86,594
Unrealized gain on investment in partnership	(1,112)	(5,775)
Loss on disposal of assets	-	44,331
(Increase) decrease in the following assets:		
Accounts receivable - trade	(221,807)	459,900
Accounts receivable - other	51,364	13,005
Due from affiliates	163	1,218
Prepaid expenses	(63,623)	9,923
Restricted Cash	(8,713)	(56,175)
Security Deposits	-	4,560
Increase (decrease) in the following liabilities:		
Accounts payable	(94,244)	28,506
Accrued payroll and related expenses	1,795	1,960
Deferred revenue	(44,153)	24,888
Deposits and other current liabilities	(3,070)	14,515
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>(317,192)</u>	<u>942,187</u>
 CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(72,457)	(86,940)
Proceeds from sale of assets	-	84,983
Payments received on notes receivable	-	961
Investment activity, net	<u>(14,103)</u>	<u>(17,191)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(86,560)</u>	<u>(18,187)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds on line of credit	4,843,646	5,626,453
Repayment on line of credit	(4,449,349)	(6,348,728)
Proceeds from issuance of debt	-	270,000
Repayment of notes payable	(127,609)	(139,153)
Payments on capital lease obligations	<u>(2,746)</u>	<u>(9,117)</u>
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>263,942</u>	<u>(600,545)</u>
 NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(139,810)	323,455
 CASH AND CASH EQUIVALENTS, Beginning of year	<u>709,922</u>	<u>386,467</u>
 CASH AND CASH EQUIVALENTS, End of year	<u>\$ 570,112</u>	<u>\$ 709,922</u>
 SUPPLEMENTAL DISCLOSURE		
Cash paid during the year for interest	<u>\$ 20,305</u>	<u>\$ 17,656</u>

See Notes to Accompanying Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

West Central Services, Inc. d/b/a West Central Behavioral Health (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs; it is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Center 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 under Section 509(a)(2).

Income Taxes

The Center is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is not a private foundation. Therefore no provision for income tax expense has been reflected in these financial statements.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

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 certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The Center considers cash on hand, cash in banks and all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

Policy for Evaluating Collectability of Accounts Receivable (continued)

During 2016, the Center decreased its estimated percentage in the allowance for doubtful accounts from 40% to 19% of the total patient receivables. The allowance for doubtful accounts decreased to \$155,441 as of June 30, 2016 from \$293,345 as of June 30, 2015.

Property and Equipment

All property and equipment is recorded at cost, or estimated fair value at date of acquisition. The Center follows the policy of charging to costs and expenses annual amounts of depreciation, which allocates the cost of property and equipment over estimated useful lives. The Center has a policy of capitalizing assets with a cost in excess of \$1,000 and a life greater than one year. The Center uses the straight-line method for determining the annual charge for depreciation. Asset lives range from 3-40 years.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

The Center reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives payment from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2016 totaled \$8,011,626, of which \$7,701,332 was revenue from third-party payers and \$310,294 was revenue from self-pay clients.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Third-Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payers. The Center receives payment from Medicare, Medicaid, Blue Cross and other third-party payers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of payment is recorded as allowances when received and/or billed. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Functional Allocation of Expenses

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

Vacation Pay and Fringe Benefits

Annual vacation allotments are granted in full to employees at the beginning of the fiscal year and are to be utilized by June 30th; unused time is forfeited. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the program.

Advertising

Advertising costs are expensed to operating expenses as incurred. Advertising expense for the years ended June 30, 2016 and 2015 was \$9,704 and \$19,445, respectively.

Concentration of Credit Risk

The Center maintains cash balances at several financial institutions. Accounts at financial institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times throughout the year, cash balances with these institutions exceed that amount. The Center has not incurred any losses related to uninsured cash.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service rates.

Approximately 84% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2016. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 3 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

	<u>2016</u>	<u>2015</u>
ACCOUNTS RECEIVABLE - TRADE		
Medicaid receivable	\$ 524,514	\$ 457,494
Due from clients	72,432	127,876
Receivable from insurance companies	131,154	89,642
Medicare receivable	<u>81,513</u>	<u>50,698</u>
	809,613	725,710
Allowance for doubtful accounts and estimated contractual allowances	<u>(155,441)</u>	<u>(293,345)</u>
 TOTAL ACCOUNTS RECEIVABLE - TRADE	 <u>\$ 654,172</u>	 <u>\$ 432,365</u>

Other accounts receivable of the Center consisted of the following at June 30:

	<u>2016</u>	<u>2015</u>
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	\$ 96,173	\$ 140,128
Rents	(1,985)	(4,201)
United Way	-	3,749
Cities & Towns	-	7,500
Bureau of Behavioral Health	4,552	-
Other	<u>1,445</u>	<u>4,373</u>
 TOTAL ACCOUNTS RECEIVABLE - OTHER	 <u>\$ 100,185</u>	 <u>\$ 151,549</u>

NOTE 4 PROPERTY AND EQUIPMENT

The Center had property and equipment consisting of the following at June 30:

	<u>2016</u>	<u>2015</u>
Land	\$ 20,695	\$ 20,695
Building and improvements	778,727	776,873
Furniture, fixtures and equipment	431,320	415,864
Vehicles	21,375	21,375
Project in Progress	<u>55,168</u>	<u>-</u>
	1,307,285	1,234,807
Accumulated depreciation	<u>(652,162)</u>	<u>(587,749)</u>
 Net book value	 <u>\$ 655,123</u>	 <u>\$ 647,058</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 4 PROPERTY AND EQUIPMENT (continued)

Depreciation expense for the years ended June 30, 2016 and 2015 was \$64,392 and \$86,594, respectively.

NOTE 5 INVESTMENTS

The Center has invested funds in various mutual funds with The Vanguard Group. The approximate breakdown of these investments are as follows at June 30,:

2016	Cost	Unrealized Gain (Loss)	Market Value
Equity Funds	\$ 316,444	\$ 62,186	\$ 378,630
2015	Cost	Unrealized Gain (Loss)	Market Value
Equity Funds	\$ 309,190	\$ 55,337	\$ 364,527

Investment income consisted of the following at June 30,:

	2016	2015
Interest and dividends	\$ 7,866	\$ 7,916
Unrealized gains	6,849	10,594
	\$ 14,715	\$ 18,510

Other Investments consisted of the following at June 30:

	2016	2015
Investments in Behavioral Information Systems, LLC	\$ 86,520	\$ 85,408

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested \$88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 2016 and 2015 was \$1,112 and \$5,775, respectively.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 6 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2016. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 7 DEFERRED REVENUE

The Center's deferred revenue consisted of the following at June 30:

	<u>2016</u>	<u>2015</u>
Paddle Power Advanced Payments	\$ 17,042	\$ 15,948
Operational Funding	65,000	65,000
In-Shape Grant	3,835	-
Bureau of Behavioral Health	-	9,618
Mental Health First Aid Training	-	15,000
Common Ground Grant	-	20,000
Lebanon Child Program Grant	-	7,500
Other contracts	<u>3,246</u>	<u>210</u>
	<u>\$ 89,123</u>	<u>\$ 133,276</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 8 LONG-TERM DEBT

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

	<u>2016</u>	<u>2015</u>
Dartmouth College note payable, 0% interest, principal only payment of \$9,917 made monthly, due December 2015	\$ -	\$ 59,500
Rivermill Housing leasehold note payable, 0% interest, principal only payment of \$5,000 made annually, due July 2019	15,000	20,000
Mascoma Term Loan, 4.0% interest, principal and interest payments of \$6,130 made monthly, due April 2019	196,738	259,847
Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034.	<u>550,000</u>	<u>550,000</u>
Less: Current portion	<u>761,738</u> <u>(71,914)</u>	<u>889,347</u> <u>(127,317)</u>
	<u>\$ 689,824</u>	<u>\$ 762,030</u>

Aggregate principal payments on long-term debt due within the next five years and in the aggregate are as follows:

<u>June 30,</u>	
2017	\$ 71,914
2018	74,640
2019	65,184
2020	-
2021	-
Thereafter	<u>550,000</u>
Total	<u>\$ 761,738</u>

Interest expense was \$20,305 and \$17,656 for the years ended June 30, 2016 and 2015, respectively.

NOTE 9 LINE OF CREDIT

As of June 30, 2016 and 2015, the Center had available a line of credit with maximum amounts available of \$500,000, and collateralized by all property and the investment account held with Vanguard. The amount available is limited to 75% of receivables less than 90 days old. As of June 30, 2016 and 2015, the outstanding balance was \$394,297 and \$-0-, respectively. The effective interest rate at June 30, 2016 and 2015 was 4.00% and 4.25%, respectively. The line of credit expires in March 2017.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 10 CAPITAL LEASE OBLIGATIONS

The amount is presented on the accompanying statement of financial position as follows:

	<u>2016</u>	<u>2015</u>
Current obligations under capital lease	\$ 781	\$ 2,804
Obligations under capital lease, less current portion	<u>-</u>	<u>723</u>
	<u>\$ 781</u>	<u>\$ 3,527</u>

Remaining future minimum lease payments under capital leases for fiscal years ending subsequent to June 30, 2016 are as follows:

<u>June 30,</u>	
2017	\$ 787
Less: Amount representing interest	<u>(6)</u>
	<u>\$ 781</u>

Following is a summary of property held under capital lease:

	<u>2016</u>	<u>2015</u>
Copiers and phone equipment	\$ 54,334	\$ 54,334
Less: Accumulated depreciation	<u>(53,606)</u>	<u>(50,689)</u>
	<u>\$ 728</u>	<u>\$ 9,874</u>

Depreciation on assets under capital leases charged to expense was \$2,917 and \$6,229 in 2016 and 2015, respectively.

NOTE 11 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

The Center is a 50% owner in BIS for which it contracts for management information systems and information technology support. During 2016 and 2015, the Center paid BIS \$20,658 and \$10,924, respectively, for services rendered. At June 30, 2016 and 2015, the Center owed BIS \$750 and \$3,713, respectively, for current services.

The Center from time to time provides advances to BIS for payroll and other operating costs for which BIS reimburses the Center. As of June 30, 2016 and 2015, BIS owed the Center \$268 for advances that had not been repaid. During the year ended June 30, 2016, BIS paid the Center \$2,475 for payroll processing fees.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 11 RELATED PARTY TRANSACTIONS (continued)

Valley Behavioral Healthcare, LLC

The Center formed a New Hampshire limited liability company on September 30, 2004 of which the Center owns a 100% interest. Valley Behavioral Healthcare, LLC contracts with The Geisel School of Medicine at Dartmouth to provide behavioral health services over which the Center maintains no control. During 2016 and 2015, the LLC provided administrative services to the Geisel School of Medicine at Dartmouth for which it generated gross revenue of \$21,526 and \$19,298, respectively. The relationship terminated September 2016.

The Geisel School of Medicine at Dartmouth

The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services including administrative and clinical personnel. During fiscal years ended June 30, 2016 and 2015, the Center paid \$293,727 and \$389,737, respectively. At June 30, 2016 and 2015, the Center owed Geisel \$-0-.

NOTE 12 EMPLOYEE RETIREMENT PLAN

The Center maintains a tax deferred employee retirement plan for its employees. The plan is a defined contribution plan that covers substantially all full-time employees who meet certain eligibility requirements. During the years ended June 30, 2016 and 2015, there were no employer contributions to this retirement plan.

NOTE 13 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of whom are area residents and are insured under third-party payer agreements. The mix of receivables due from clients and third-party payers at June 30, 2016 is as follows:

	<u>2016</u>	<u>2015</u>
Due from clients	9 %	18 %
Insurance companies	16	12
Medicaid	65	63
Medicare	<u>10</u>	<u>7</u>
	<u>100 %</u>	<u>100 %</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 14 OPERATING LEASES

The Center leases real estate and vehicles under various operating leases. Minimum future rental payments under non-cancelable operating leases as of June 30, 2016 for each of the next five years and in the aggregate are:

<u>June 30,</u>	
2017	\$ 634,365
2018	545,022
2019	435,156
2020	223,524
2021	167,757
Thereafter	<u>138,620</u>
	<u>\$ 2,144,444</u>

Total rent expense for the years ended June 30, 2016 and 2015, including rent expense for leases with the remaining term of one year or less, was \$647,843 and \$646,278, respectively.

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through August 29, 2016, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2016, have been incorporated into the basic financial statements herein.

SUPPLEMENTARY INFORMATION

West Central Services, Inc.
d/b/a West Central Behavioral Health
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2016

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 127,876	\$ 1,007,449	\$ (697,155)	\$ 365,738	\$ 72,432
OTHER INSURANCE	89,642	637,696	(62,105)	534,079	131,154
MEDICAID	457,494	7,710,719	(980,012)	6,663,687	524,514
MEDICARE	<u>50,698</u>	<u>456,054</u>	<u>(61,020)</u>	<u>364,219</u>	<u>81,513</u>
TOTAL	<u>\$ 725,710</u>	<u>\$ 9,811,918</u>	<u>\$ (1,800,292)</u>	<u>\$ 7,927,723</u>	<u>\$ 809,613</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES AND RECEIVABLES
For the Year Ended June 30, 2016

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2016	<u>\$ -</u>	<u>\$ 328,471</u>	<u>\$ (323,919)</u>	<u>\$ 4,552</u>

Analysis of Receipts

<u>Date of Receipt Deposit Date</u>	<u>Amount</u>
09/28/15	\$ 55,393
10/30/15	10,986
11/06/15	27,719
11/17/15	4,640
12/02/15	31,235
12/24/15	31,061
01/04/16	3,662
01/25/16	2,593
02/02/16	3,662
02/17/16	27,652
02/25/16	3,662
03/03/16	29,422
03/10/16	4,547
03/31/16	32,668
04/26/16	35,314
05/16/16	19,527
05/16/16	3,974
06/16/16	19,528
06/30/16	2,400
11/20/16	4,317
03/01/16	2,522
Less: Federal Monies	<u>(32,565)</u>
	<u>\$ 323,919</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2016
Comparative Totals for 2015

	<u>Total Agency</u>	<u>Total Admin.</u>	<u>Total Programs</u>	<u>Adult Maintenance</u>	<u>Adult Vocational</u>
Program Services Fees:					
Net client fees	\$ 310,294	\$ -	310,294	\$ 169,583	4,278
Medicaid	6,730,707	-	6,730,707	2,052,726	96,873
Medicare	395,034	-	395,034	322,251	(13)
Other insurance	575,591	-	575,591	125,791	319
Public Support - Other:					
United Way	-	-	-	-	-
Local/County Government	53,461	-	53,461	18,711	535
Donations/Contributions	383,307	20,000	363,307	82,273	2,351
In-Kind Support	46,195	-	46,195	16,168	462
Other Public Support	25,940	-	25,940	-	-
Federal Funding:					
Other Federal Grants	32,565	-	32,565	27,565	-
BBH:					
Community Mental Health	328,471	-	328,471	-	-
Other BBH	613,434	-	613,434	27,394	-
Rental Income	151,500	-	151,500	-	-
Other Revenues	64,199	35,432	28,767	1,506	5
	<u>9,710,698</u>	<u>55,432</u>	<u>9,655,266</u>	<u>2,843,968</u>	<u>104,810</u>
Administrative Allocation	-	(55,432)	55,432	10,619	766
TOTAL PUBLIC SUPPORT AND REVENUES	<u>\$ 9,710,698</u>	<u>\$ -</u>	<u>\$ 9,710,698</u>	<u>\$ 2,854,587</u>	<u>\$ 105,576</u>

<u>Children</u>	<u>ACT Team</u>	<u>Emergency</u>	<u>Housing</u>	<u>Non-Eligibles</u>	<u>Non-BBH</u>	<u>2015</u>
\$ 74,233	\$ 8,056	\$ 17,570	\$ 2,671	\$ 32,190	\$ 1,713	\$ 320,534
3,321,462	127,503	90,516	921,621	73,742	46,264	7,147,948
1,857	6,425	(8,797)	4,313	65,889	3,109	395,014
295,090	(1,028)	10,457	1,048	136,882	7,032	629,744
-	-	-	-	-	-	15,606
24,057	1,069	535	5,881	2,138	535	141,208
105,780	4,701	84,897	25,857	52,597	4,851	255,676
20,788	924	462	5,081	1,848	462	45,925
25,940	-	-	-	-	-	25,533
-	-	-	-	-	5,000	117,502
-	225,000	84,216	-	-	19,255	312,880
11,670	-	60,067	-	32,826	481,477	-
-	-	-	151,500	-	-	143,250
288	12	25,006	-	-	1,950	649,010
<u>3,881,165</u>	<u>372,662</u>	<u>364,929</u>	<u>1,117,972</u>	<u>398,112</u>	<u>571,648</u>	<u>10,199,830</u>
<u>28,131</u>	<u>1,905</u>	<u>1,453</u>	<u>7,603</u>	<u>2,625</u>	<u>2,330</u>	<u>-</u>
<u>\$ 3,909,296</u>	<u>\$ 374,567</u>	<u>\$ 366,382</u>	<u>\$ 1,125,575</u>	<u>\$ 400,737</u>	<u>\$ 573,978</u>	<u>\$ 10,199,830</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2016
Comparative Totals for 2015

	<u>Total Agency</u>	<u>Total Admin.</u>	<u>Total Programs</u>	<u>Adult Maintenance</u>	<u>Adult Vocational</u>
Personnel Costs:					
Salary & Wages	\$ 6,133,205	\$ 408,757	\$ 5,724,448	\$ 2,014,887	100,302
Employee Benefits	753,189	71,113	682,076	237,657	16,066
Payroll Taxes	437,660	30,543	407,117	143,717	6,942
Recruiting	-	-	-	-	-
Professional Fees:					
Professional Fees	303,891	31,874	272,017	113,755	3,771
Staff Devel. & Training:					
Staff Development	41,128	6,043	35,085	18,939	280
Occupancy Costs:					
Rent	647,843	19,435	628,408	219,334	12,797
Other Utilities	72,471	(65)	72,536	15,235	614
Maintenance & Repairs	102,312	1,699	100,613	28,776	1,956
Taxes	36,000	-	36,000	-	-
Other Occupancy Costs	155,592	-	155,592	66,105	984
Consumable Supplies:					
Office/Building/Household	58,144	8,158	49,986	14,572	892
Food	45,651	1,109	44,542	5,460	470
Education/Training	-	-	-	-	-
Medical	-	-	-	-	-
Equipment Rental	21,566	216	21,350	8,359	633
Equipment Maintenance	29,120	-	29,120	10,309	557
Depreciation	64,392	2,576	61,816	14,462	1,641
Advertising	9,704	1,394	8,310	2,909	83
Membership Dues	36,078	-	36,078	13,023	651
Telephone/Communications	61,219	7,958	53,261	14,233	865
Postage/Shipping	10,006	500	9,506	3,418	228
Transportation:					
Staff /Clients	124,276	6,911	117,365	46,077	4,548
Insurance:					
General/Liability	180,036	-	180,036	62,437	3,469
Interest Expense	31,270	-	31,270	11,191	617
Other Expenditures	322,649	61,304	261,345	102,691	1,215
In-Kind Expense	46,195	-	46,195	16,168	462
	<u>9,723,597</u>	<u>659,525</u>	<u>9,064,072</u>	<u>3,183,714</u>	<u>160,043</u>
Administrative Allocation	-	(659,525)	659,525	266,575	31,070
TOTAL PROGRAM EXPENSES	<u>\$ 9,723,597</u>	<u>\$ -</u>	<u>\$ 9,723,597</u>	<u>\$ 3,450,289</u>	<u>\$ 191,113</u>

<u>Children</u>	<u>ACT Team</u>	<u>Emergency</u>	<u>Housing</u>	<u>Non-Eligibles</u>	<u>Other Non-BBH</u>	<u>2015</u>
\$ 2,166,262	\$ 137,564	\$ 272,471	\$ 557,641	\$ 226,305	\$ 249,016	\$ 6,411,512
269,520	7,540	17,180	78,894	29,184	26,035	853,365
150,010	12,545	19,094	40,573	16,236	18,000	418,601
-	-	-	-	-	-	12,000
95,301	5,912	8,661	22,122	10,834	11,661	227,411
9,322	733	860	3,127	1,687	137	32,510
212,864	33,024	16,005	83,515	50,869	-	646,278
14,493	1,612	768	36,543	3,271	-	99,021
28,249	5,133	2,445	30,099	3,955	-	99,360
-	-	-	36,000	-	-	44,760
55,618	1,474	1,986	5,023	24,402	-	155,158
16,118	2,322	1,237	11,375	3,233	237	88,626
10,844	643	21	26,844	82	178	45,941
-	-	-	-	-	-	198
-	-	-	-	-	-	1,662
6,384	1,497	974	1,921	1,218	364	67,315
9,858	841	1,377	3,356	1,445	1,377	-
14,940	723	1,502	26,158	1,215	1,175	86,594
3,740	166	83	914	332	83	-
12,896	990	1,610	3,219	1,917	1,772	19,445
17,787	2,158	7,363	8,057	2,446	352	61,773
3,680	490	393	627	432	238	13,766
47,589	6,782	3,231	5,831	1,463	1,844	120,048
58,969	5,203	8,672	23,943	8,672	8,671	93,761
10,797	929	1,535	3,117	1,549	1,535	22,329
69,544	2,639	46,022	30,937	6,961	1,336	282,169
20,788	924	462	5,081	1,848	462	-
<u>3,305,573</u>	<u>231,844</u>	<u>413,952</u>	<u>1,044,917</u>	<u>399,556</u>	<u>324,473</u>	<u>9,903,603</u>
<u>(20,546)</u>	<u>93,794</u>	<u>99,878</u>	<u>4,453</u>	<u>56,195</u>	<u>128,106</u>	<u>-</u>
<u>\$ 3,285,027</u>	<u>\$ 325,638</u>	<u>\$ 513,830</u>	<u>\$ 1,049,370</u>	<u>\$ 455,751</u>	<u>\$ 452,579</u>	<u>\$ 9,903,603</u>

West Central Behavioral Health

AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GEISEL SCHOOL OF MEDICINE AT DARTMOUTH

BOARD OF DIRECTORS FY16

FEBRUARY 21, 1016

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Professor Phillip Stocken

Hilary Modjeska

Tuck Board Fellow

Pete Bleyler

Suellen M. Griffin

Professional Experience

President/CEO

10/07 - Present

West Central Behavioral Health Services, Lebanon, N.H.

Responsible for the overall planning, organizing, directing and evaluating of services at West Central Behavioral Health (WCBH). Services include the provision of mental health and substance abuse services to members of the community. The organization has approximately 200 employees and an 11 million dollar operating budget.

Specific responsibilities include:

- Act as ex-officio voting member of the Board of Directors.
- Manage the organization's financial resources including the annual preparation of the organization's budget.
- Coordinate the programs and services of WCBH with other health and human service providers within the community.
- Participate in state and regional planning including but not limited to the provision of Behavioral Health Services.
- Prepare and present the Agency's Annual Report.
- Develop a strategic plan for the organization.
- Locate and develop revenue sources.
- Act as a liaison between the organization and other groups such as the New Hampshire Bureau of Behavioral Health, Dartmouth Medical School, Department of Psychiatry and Dartmouth-Hitchcock Medical Center

Vice President-Operations

9/00 to 2/07

Saint Vincent Catholic Medical Centers, New York, NY

Behavioral Health Service Division

Responsible for all inpatient and ambulatory behavioral health services within an eight-hospital system. Programs are located in Brooklyn, Queens, Manhattan, Staten Island and Westchester. There are 407 inpatient beds and 65 OMH or OASAS licensed ambulatory programs. Oversee program development, budgets, regulatory reviews, staff education and quality improvement for all programs. The programs have an overall revenue base of 135 million dollars.

- Developed a system-wide Quality Improvement plan spanning all programs and regions. Received the Pinnacle Award for Quality Improvement from HANYS in 2004.
- Developed new services within units and programs to meet the community needs, e.g. Latino mental health and substance abuse services were started in several programs in Westchester and Manhattan.
- Established and implemented productivity standards across BHS system and assured compliance with these standards.
- Established a monitoring system for all inpatient units to assure compliance with established policies.
- Participated in and successfully negotiated several different union contracts, NYSNA and 1199, across the SVCMC system.
- Opened and operated a 19 bed substance abuse detoxification unit in an acute care facility with \$5,303,074 in revenue and a \$2,003,052 contribution margin.
- Designed and operated a 21 bed psychiatric inpatient unit serving the dually diagnosed population of Mentally Ill/Mentally Retarded and Developmentally Disabled with a \$3,983,709 increase in revenue and a \$971,305 contribution margin.
- Designed and operated a 24 bed psychiatric inpatient unit with a revenue base of \$4,773,377 and a contribution margin of \$1,008,761.
- Opened a 10 bed detoxification unit with \$2,813,847 in revenue and a \$591,706 contribution margin.
- Actively participated with the Board of Directors of the Maxwell Institute, a substance abuse program, to raise over \$100,000 per year to support the program.
- Established and implemented productivity standards across BHS system to produce a positive bottom-line.

Vice President-Clinical Service, Harrison and

11/99-9/00

Director- Patient Care Services Manhattan

St. Vincent's Hospital, Harrison, NY and West 12th Street, New York, NY

Responsible for staffing, productivity, budgets and program development for all Behavioral Health services at both the Harrison and Manhattan sites. Services include nine inpatient units, totaling 218 beds, two Continuing Day Treatment programs, two Outpatient Mental Health programs, a Partial Hospital program, an Adolescent Day Treatment program, Outpatient Alcohol services, a Methadone Maintenance program and two Forensic programs. All programs successfully reviewed and relicensed by OMH, OASAS and JCAHO. Reorganized inpatient services to integrate supervision and management of multi-disciplinary departments.

Vice President-Clinical Services

11/98-10/99

St. Vincent's Hospital, Harrison, NY

In addition to all responsibilities noted as Vice President of Ambulatory Services, assumed budgetary and staffing responsibility for 133 bed inpatient psychiatric/substance abuse facility and ancillary services, including ECT, radiology and laboratory. Functioned as Senior Nurse Executive and established nursing practice guidelines for facility. Assisted other members of the Executive Staff in the daily operations of the Hospital.

Developed and operated an inpatient psychiatric unit and an outpatient psychiatric program at the Westchester County Jail, Valhalla, NY. Program was licensed by the Office of Mental Health, New York.

Vice President-Ambulatory Services

7/96-11/98

St. Vincent's Hospital, Harrison, NY

Responsible for initiating relationships with governmental agencies, other providers, consumer organizations and payors to ensure the development of ambulatory and community services. Directs all ambulatory programs in their day-to-day management. Responsible for program budgets, staffing and productivity. Programs included Community Support Service/Intensive Case Management, Continuing Day Treatment, Intensive Psychiatric Rehabilitation Treatment, Methadone Maintenance Program, Outpatient Alcohol Services, and Outpatient Mental Health Services. Also had Administrative responsibility for two BOCES education programs for emotionally disturbed and MRDD adolescent. Programs met or exceeded budget, annually.

Administrative Director-Outpatient Department

10/94-7/96

St. Vincent's Hospital, Harrison, NY

Responsible for department budget and statistical reports, staff performance appraisals and schedules. Coordinated the intake of clients to the department including the assignment to appropriate clinicians. Provided individual assessment, short-term psychotherapy and long-term symptom management for clients. Acted as the community liaison.

St. Vincent's Hospital, Harrison, NY

Assistant Director, Outpatient Mental Health Services

7/94-10/94

Referral Coordinator/Therapist

10/93-7/94

Clinical Nurse Specialist, Nursing Services

7/88-10/93

Evening Divisional Care Coordinator, Nursing Administration

12/82-7/88

Head Nurse, Nursing Services

2/79-12/82

Staff Nurse, Nursing Services

2/76-2/79

Adjunct Clinical Instructor

8/93-12/95

Cochran School of Nursing, St. John's Hospital

Yonkers, NY

Provided clinical instruction in Psychiatric/Mental Health Nursing for nursing students.

Captain-United States Army Reserve

8/90-3/00

Responsible for skills assessment and training of nursing personnel for the 815th Station Hospital and the 344th General Hospital. Senior Officer responsible for all aspects of Finance Department – 344th General Hospital.

Lecturer

10/07-Present

Department of Psychiatry, Dartmouth Medical School

Education

M.S.N.

Yale University, New Haven, CT

1992

Masters in Adult Psychiatric/Mental Health Nursing

Sigma Theta Tau Honor Society

B.B.A.

Pace University, Pleasantville, NY

1987

Bachelor of Business Administration

Alpha Chi Honor Society

Diploma

St. Mary's School of Nursing, Amsterdam, NY

1976

Registered Nurse

Licenses:

Registered Nurse: Connecticut and New York State

Psychiatric Nurse Practitioner: New York State

Academic Appointments:

Lecturer in Psychiatry, Dartmouth Medical School, Lebanon, NH

2007-present

Professional Organizations, Honors and Activities

American College of Healthcare Executives, FACHE

New York Organization of Nurse Executives

Sigma Theta Tau Honor Society, Delta Mu Chapter

Alpha Chi Honor Society

Member of the Board of Directors, St Philip the Apostle Foundation, 2002-2005

Member of the Board of Directors, Good Counsel's Daystar Program, 2004-2007

Research

Chronic Medical Illness as it Relates to Major Depressive Disorder, Yale University, 1992 (unpublished Master Thesis)

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: West Central Behavioral Health

Name of Contract: Mental Health Services

BUDGET PERIOD:		SFY 18 (Jul 1, 2017 thru Jun 30, 2018)		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Suellen Griffin	President/CEO	\$160,000	TBD	TBD
Diane Roston	Medical Director	\$183,500	TBD	TBD
Nancy Nowell	VP Clinical Services	\$95,000	TBD	TBD
Robert Gonyo	CFO	\$90,000	TBD	TBD
Cynthia Twombly	VP Operations	\$90,000	TBD	TBD
		\$0		

BUDGET PERIOD:		SFY 19 (Jul 1, 2018 thru Jun 30, 2019)		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Suellen Griffin	President/CEO	\$160,000	TBD	TBD
Diane Roston	Medical Director	\$183,500	TBD	TBD
Nancy Nowell	VP Clinical Services	\$95,000	TBD	TBD
Robert Gonyo	CFO	\$90,000	TBD	TBD
Cynthia Twombly	VP Operations	\$90,000	TBD	TBD
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

Subject: Mental Health Services (SS-2018-DBH-01-MENTA-01)

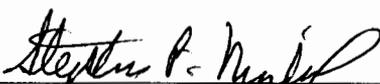
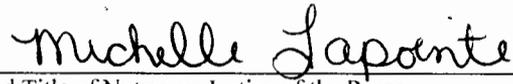
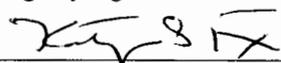
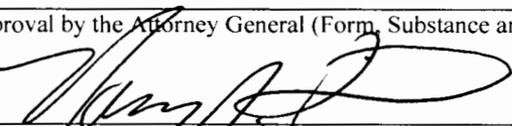
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services 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 NH , County of Coos On June 7, 2017 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Michelle Lapointe Justice of the Peace			
1.14 State Agency Signature  Date: 6/8/17		1.15 Name and Title of State Agency Signatory Katya Steix, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/13/2017			
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 (APRTP).
- 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.

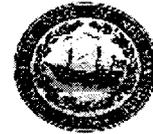


Exhibit A

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.



Exhibit A

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 Glencliff 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 Glencliff 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

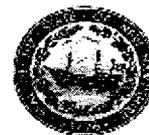


Exhibit A

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.



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:		SFY _____	BUDGET	Total Agency	180	Total Administration	Total Programs	100	Children & Adolescents	101	Older Adult Services	102	Intake	103	Emergency Services/Assessment	104	Brief/IDRF	106	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	0	0	0	0	0	0	0	0	0	0
402	HMO's	0	0	0	0	0	0	0	0	0	0	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	0	0	0	0	0	0	0	0	0	0
404	Medicaid	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
405	Medicare	0	0	0	0	0	0	0	0	0	0	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	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	0	0	0	0	0	0	0	0	0	0
	SUBTOTAL	0	0	0	0	0	0	0	0	0	0	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	0	0	0	0	0	0	0	0	0	0
422	Service	0	0	0	0	0	0	0	0	0	0	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	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	0	0	0	0	0	0	0	0	0	0
433	Donations/Contributions	0	0	0	0	0	0	0	0	0	0	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	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	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	0	0	0	0	0	0	0	0	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0	0	0	0	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	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	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	0	0	0	0	0	0	0	0	0	0
444	HUD	0	0	0	0	0	0	0	0	0	0	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	0	0	0	0	0	0	0	0	0	0
446	PATH	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
448	MHSIP	0	0	0	0	0	0	0	0	0	0	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	0	0	0	0	0	0	0	0	0	0
452	Interest Income	0	0	0	0	0	0	0	0	0	0	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	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	0	0	0	0	0	0	0	0	0	0
480	BBH																					
481	Bur. of Behavioral Health	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
482	Other BBH	0	0	0	0	0	0	0	0	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	0	0	0	0	0	0	0	0
500	General Management Allocation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	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 Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department 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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

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

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

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

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

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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.

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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.

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Exhibit C-1

- 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.

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- 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;



- 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.



Exhibit C-1

- 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 'MM'.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

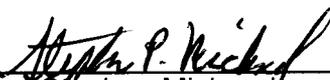
Place of Performance (street address, city, county, state, zip code) (list each location)

Check 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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: 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 signature in black ink, appearing to be 'APK'.

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.

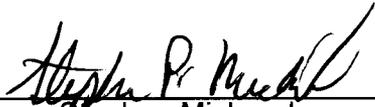
The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

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 

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: 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.



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

SPM



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S. Fox
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
Stephen P. Michaud
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.

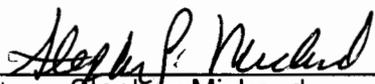
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: _____

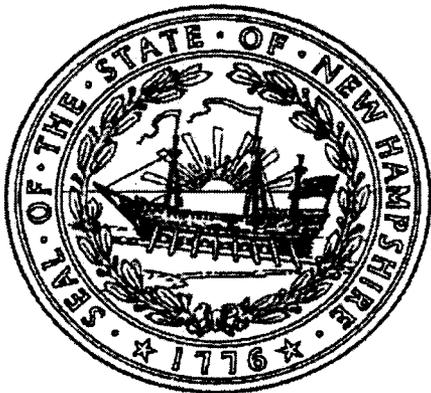
State of New Hampshire

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



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Margaret McClellan, 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 23, 2017:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of June, 2017.
(Date Contract Signed)

4. Stephen Michaud is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Margaret McClellan
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 7th day of June, 2017,

By Margaret McClellan.
(Name of Elected Officer of the Agency)

Michelle Lapointe / Justice of the Peace
(Notary Public/Justice of the Peace)

NOTARY SEAL

Commission Expires: December 7, 2021

MISSION STATEMENT

To assist 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, 2016 AND 2015
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

NORTHERN HUMAN SERVICES, INC.

JUNE 30, 2016 AND 2015

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Leone, McDonnell & Roberts

Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

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, 2016 and 2015, 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, 2016.

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, 2016 and 2015, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2016 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Northern Human Services, Inc. June 30, 2015 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated September 21, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional revenues and expenses on pages 23 - 29 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone, McDonnell & Roberts,
Professional Association*

October 5, 2016
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2016 AND 2015**

ASSETS

	<u>2016</u>	<u>2015</u>
CURRENT ASSETS		
Cash and cash equivalents, undesignated	\$ 5,669,891	\$ 6,930,491
Cash and cash equivalents, designated	318,202	318,202
Accounts receivable, less allowance of \$185,000 and \$156,000 for 2016 and 2015, respectively	2,831,128	1,820,318
Grants receivable	51,535	44,350
Assets, limited use	527,454	506,492
Due from related party	162,326	-
Prepaid expenses and deposits	<u>252,947</u>	<u>219,676</u>
Total current assets	<u>9,813,483</u>	<u>9,839,529</u>
PROPERTY AND EQUIPMENT, NET	<u>556,541</u>	<u>458,085</u>
OTHER ASSETS		
Investments	1,556,493	1,587,019
Cash value of life insurance	<u>378,529</u>	<u>358,521</u>
Total other assets	<u>1,935,022</u>	<u>1,945,540</u>
Total assets	<u>\$ 12,305,046</u>	<u>\$ 12,243,154</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 618,022	\$ 630,016
Wages payable	548,928	1,048,403
Compensated absences payable	712,447	707,877
Other grants payable	56,806	63,982
Refundable advances	196,969	35,378
Deferred revenue	69,058	107,782
Client funds held in trust	235,414	198,341
Due to related party	<u>-</u>	<u>9,366</u>
Total liabilities	<u>2,437,644</u>	<u>2,801,145</u>
NET ASSETS		
Unrestricted		
Undesignated	9,293,879	8,870,020
Board designated	<u>318,202</u>	<u>318,202</u>
Total unrestricted	9,612,081	9,188,222
Temporarily restricted	2,904	1,370
Permanently restricted	<u>252,417</u>	<u>252,417</u>
Total net assets	<u>9,867,402</u>	<u>9,442,009</u>
Total liabilities and net assets	<u>\$ 12,305,046</u>	<u>\$ 12,243,154</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
PUBLIC SUPPORT					
State and federal grants	\$ 806,031	\$ -	\$ -	\$ 806,031	\$ 591,594
Other public support	394,338	-	-	394,338	457,273
Local and county support	144,916	-	-	144,916	160,045
Donations	<u>234,707</u>	<u>3,606</u>	<u>-</u>	<u>238,313</u>	<u>76,351</u>
Total public support	<u>1,579,992</u>	<u>3,606</u>	<u>-</u>	<u>1,583,598</u>	<u>1,285,263</u>
REVENUES					
Program service fees	35,365,819	-	-	35,365,819	35,466,264
Production income	517,074	-	-	517,074	508,099
Other revenues	<u>528,887</u>	<u>-</u>	<u>-</u>	<u>528,887</u>	<u>240,735</u>
Total revenues	<u>36,411,780</u>	<u>-</u>	<u>-</u>	<u>36,411,780</u>	<u>36,215,098</u>
Total public support and revenues	<u>37,991,772</u>	<u>3,606</u>	<u>-</u>	<u>37,995,378</u>	<u>37,500,361</u>
EXPENSES					
<u>Program Services</u>					
Mental health	10,434,956	-	-	10,434,956	10,378,535
Developmental services	<u>22,509,193</u>	<u>-</u>	<u>-</u>	<u>22,509,193</u>	<u>21,858,503</u>
Total program services	32,944,149	-	-	32,944,149	32,237,038
General management	<u>4,628,233</u>	<u>-</u>	<u>-</u>	<u>4,628,233</u>	<u>4,521,537</u>
Total expenses	<u>37,572,382</u>	<u>-</u>	<u>-</u>	<u>37,572,382</u>	<u>36,758,575</u>
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	<u>419,390</u>	<u>3,606</u>	<u>-</u>	<u>422,996</u>	<u>741,786</u>
NON-OPERATING INCOME (LOSS)					
Investment (loss) return	(19,613)	-	-	(19,613)	48,531
Loss on sale of property	-	-	-	-	(2,693)
Change in cash value of life insurance	20,008	-	-	20,008	22,886
Interest income	866	1,136	-	2,002	567
Net assets released from restrictions	<u>3,208</u>	<u>(3,208)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total non-operating income (loss)	<u>4,469</u>	<u>(2,072)</u>	<u>-</u>	<u>2,397</u>	<u>69,291</u>
Change in net assets	423,859	1,534	-	425,393	811,077
NET ASSETS, BEGINNING OF YEAR	<u>9,188,222</u>	<u>1,370</u>	<u>252,417</u>	<u>9,442,009</u>	<u>8,630,932</u>
NET ASSETS, END OF YEAR	<u>\$ 9,612,081</u>	<u>\$ 2,904</u>	<u>\$ 252,417</u>	<u>\$ 9,867,402</u>	<u>\$ 9,442,009</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2016 AND 2015**

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 425,393	\$ 811,077
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	134,689	73,591
Unrealized loss on investments	77,985	36,595
Realized gain on investments	(30,321)	(57,784)
Loss on sale of property	-	2,693
Change in cash value of life insurance	(7,035)	(6,750)
(Increase) decrease in assets:		
Accounts receivable	(1,010,810)	378,716
Grants receivable	(7,185)	-
Assets, limited use	(20,962)	(34,713)
Due from related party	(162,326)	291,041
Prepaid expenses and deposits	(33,271)	(20,819)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	(11,994)	343,087
Wages payable	(499,475)	526,539
Compensated absences payable	4,570	6,310
Other grants payable	(7,176)	38,529
Refundable advances	161,591	(54,022)
Deferred revenue	(38,724)	100,713
Client funds held in trust	37,073	14,919
Due to related party	(9,366)	9,366
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(997,344)</u>	<u>2,459,088</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property	(233,145)	(334,886)
Proceeds from sale of property	-	1,728
Purchases of investments	(233,552)	(358,905)
Proceeds from sales of investments	244,465	369,015
Reinvested dividends	(28,051)	(27,342)
Change in cash value of life insurance	(12,973)	(16,136)
NET CASH USED IN INVESTING ACTIVITIES	<u>(263,256)</u>	<u>(366,526)</u>
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(1,260,600)	2,092,562
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>7,248,693</u>	<u>5,156,131</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 5,988,093</u>	<u>\$ 7,248,693</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

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

**FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental Health</u>	<u>Developmental Services</u>	<u>Subtotals</u>	<u>General Management</u>	<u>2016 Total</u>	<u>2015 Total</u>
EXPENSES						
Salaries and wages	\$ 6,303,073	\$ 7,172,501	\$ 13,475,574	\$ 2,936,291	\$ 16,411,865	\$ 16,258,016
Employee benefits	1,564,009	1,795,238	3,359,247	772,254	4,131,501	3,880,800
Payroll taxes	428,360	520,119	948,479	196,769	1,145,248	1,182,357
Client wages	136,828	226,356	363,184	-	363,184	393,057
Professional fees	167,717	10,742,343	10,910,060	224,858	11,134,918	10,659,792
Staff development and training	24,198	16,568	40,766	20,882	61,648	47,541
Occupancy costs	483,764	555,554	1,039,318	168,126	1,207,444	1,229,766
Consumable supplies	200,497	250,648	451,145	55,557	506,702	526,418
Equipment expenses	83,991	99,348	183,339	32,050	215,389	151,768
Communications	170,596	116,246	286,842	74,764	361,606	368,938
Travel and transportation	282,480	799,489	1,081,969	39,446	1,121,415	1,118,247
Assistance to individuals	9,570	79,209	88,779	3,144	91,923	93,078
Insurance	49,992	61,628	111,620	26,002	137,622	133,997
Membership dues	35,332	24,500	59,832	59,095	118,927	132,446
Bad debt expense	470,323	45,010	515,333	-	515,333	463,211
Other expenses	<u>24,226</u>	<u>4,436</u>	<u>28,662</u>	<u>18,995</u>	<u>47,657</u>	<u>119,143</u>
Total expenses	<u>\$ 10,434,956</u>	<u>\$ 22,509,193</u>	<u>\$ 32,944,149</u>	<u>\$ 4,628,233</u>	<u>\$ 37,572,382</u>	<u>\$ 36,758,575</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Non-Specialized <u>Outpatient</u>	State Eligible Adult <u>Outpatient</u>	Outpatient <u>Contracts</u>	Children and <u>Adolescents</u>	Emergency Services <u>Non-BBH</u>	Other <u>Non-BBH</u>
EXPENSES						
Salaries and wages	\$ 422,734	\$ 885,273	\$ 185,765	\$ 758,100	\$ 440,173	\$ 160,016
Employee benefits	129,024	196,452	43,415	206,115	69,356	38,260
Payroll taxes	26,053	55,843	11,439	50,597	29,208	11,025
Client wages	-	-	-	-	-	-
Professional fees	15,303	17,183	4,018	37,096	6,746	3,797
Staff development and training	3,025	2,403	5,982	761	2,168	4,523
Occupancy costs	50,164	50,315	10,709	54,189	19,276	9,095
Consumable supplies	20,319	7,623	1,677	9,791	2,863	2,108
Equipment expenses	11,699	6,855	1,409	7,390	2,335	1,804
Communications	35,205	15,372	3,433	26,584	13,808	2,989
Travel and transportation	4,640	15,016	1,948	38,727	1,060	8,639
Assistance to individuals	2,290	48	7	1,877	-	8
Insurance	4,272	6,924	1,376	6,945	2,380	1,254
Membership dues	4,953	7,896	585	3,695	1,253	1,231
Bad debt expense	52,240	44,877	-	9,372	26,214	328
Other expenses	<u>392</u>	<u>268</u>	<u>79</u>	<u>4</u>	<u>3</u>	<u>-</u>
Total expenses	<u>\$ 782,313</u>	<u>\$ 1,312,348</u>	<u>\$ 271,842</u>	<u>\$ 1,211,243</u>	<u>\$ 616,843</u>	<u>\$ 245,077</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Bureau of Drug & Alcohol <u>Services</u>	Health <u>Mentors</u>	Vocational <u>Services</u>	Restorative Partial <u>Hospital</u>	Case <u>Management</u>	Supportive <u>Living</u>
EXPENSES						
Salaries and wages	\$ 67,725	\$ -	\$ 100,582	\$ 87,378	\$ 824,182	\$ 827,833
Employee benefits	19,221	-	25,689	21,934	203,576	178,703
Payroll taxes	4,894	-	11,637	6,269	56,283	56,559
Client wages	-	-	59,438	-	-	-
Professional fees	1,295	-	2,523	1,355	19,810	14,152
Staff development and training	283	-	503	179	955	415
Occupancy costs	4,247	-	9,178	6,388	52,524	48,405
Consumable supplies	637	-	3,738	33,342	16,922	20,714
Equipment expenses	635	-	6,805	930	8,697	7,485
Communications	1,004	-	4,573	1,070	13,982	9,630
Travel and transportation	996	-	13,714	620	69,501	75,211
Assistance to individuals	-	-	-	-	63	2,451
Insurance	620	-	867	782	6,986	6,331
Membership dues	787	540	427	350	4,327	2,874
Bad debt expense	5,814	-	3,759	18,957	194,596	50,690
Other expenses	-	-	2,203	-	14,126	7,090
Total expenses	\$ 108,158	\$ 540	\$ 245,636	\$ 179,554	\$ 1,486,530	\$ 1,308,543

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Community Residences</u>	<u>Disaster Behavioral Health (DBHRT)</u>	<u>Victims of Crime Act Program</u>	<u>ACT Team</u>	<u>Other Mental Health Programs</u>	<u>Total Mental Health Programs</u>	<u>2015 Total</u>
EXPENSES							
Salaries and wages	\$ 673,433	\$ 47,765	\$ 262,214	\$ 526,978	\$ 32,922	\$ 6,303,073	\$ 6,383,958
Employee benefits	156,695	12,275	92,708	162,307	8,279	1,564,009	1,466,552
Payroll taxes	47,070	3,486	15,905	33,753	8,339	428,360	452,072
Client wages	-	-	-	-	77,390	136,828	168,563
Professional fees	5,486	942	9,146	27,710	1,155	167,717	164,860
Staff development and training	156	1,382	804	656	3	24,198	17,965
Occupancy costs	44,149	4,355	22,199	75,625	22,946	483,764	513,660
Consumable supplies	23,297	707	2,913	10,715	43,131	200,497	203,826
Equipment expenses	12,371	409	3,094	5,810	6,263	83,991	61,935
Communications	16,257	1,546	6,383	9,068	9,692	170,596	168,225
Travel and transportation	10,557	4,468	5,779	24,199	7,405	282,480	277,565
Assistance to individuals	2,405	-	105	53	263	9,570	10,699
Insurance	1,914	437	3,096	5,498	310	49,992	50,048
Membership dues	950	223	1,831	2,688	722	35,332	42,210
Bad debt expense	5,779	-	2,436	55,261	-	470,323	392,281
Other expenses	6	-	4	1	50	24,226	4,116
Total expenses	\$ 1,000,525	\$ 77,995	\$ 428,617	\$ 940,322	\$ 218,870	\$ 10,434,956	\$ 10,378,535

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2016
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	\$ 652,296	\$ 91,294	\$ 2,903,431	\$ 354,222	\$ 229,802
Employee benefits	174,776	22,693	762,376	76,611	70,199
Payroll taxes	45,048	7,043	215,998	24,264	16,293
Client wages	-	2,782	174,912	-	-
Professional fees	45,948	1,499	73,512	139,309	26,809
Staff development and training	782	111	2,822	4,634	61
Occupancy costs	49,166	4,847	236,703	6,091	17,132
Consumable supplies	9,018	1,163	71,389	5,752	3,205
Equipment expenses	4,155	634	59,566	2,017	1,681
Communications	6,099	2,089	39,555	19,106	1,928
Travel and transportation	17,760	11,718	488,048	81,480	14,776
Assistance to individuals	143	150	36,707	32	1,042
Insurance	5,714	823	25,688	2,903	2,301
Membership dues	806	108	12,527	405	306
Bad debt expense	-	-	355	37,538	1,371
Other expenses	-	-	4,220	3	-
Total expenses	<u>\$ 1,011,711</u>	<u>\$ 146,954</u>	<u>\$ 5,107,809</u>	<u>\$ 754,367</u>	<u>\$ 386,906</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2016
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	\$ 1,621,393	\$ -	\$ 208,915	\$ 611,724	\$ 35,513
Employee benefits	406,980	-	56,777	87,547	6,399
Payroll taxes	114,946	-	14,258	43,771	2,312
Client wages	15,771	-	1,233	-	-
Professional fees	4,369,784	2,159,128	1,554	1,015,513	392,870
Staff development and training	5,598	-	17	1,230	2
Occupancy costs	158,336	-	38,546	3,344	636
Consumable supplies	118,979	-	7,329	3,769	4,576
Equipment expenses	22,649	-	1,372	2,463	189
Communications	34,275	-	2,518	5,868	202
Travel and transportation	81,694	-	5,052	71,320	-
Assistance to individuals	1,778	-	30	17,115	-
Insurance	13,278	-	1,764	2,927	240
Membership dues	2,959	-	237	6,348	33
Bad debt expense	4,899	-	-	-	-
Other expenses	213	-	-	-	-
Total expenses	<u>\$ 6,973,532</u>	<u>\$ 2,159,128</u>	<u>\$ 339,602</u>	<u>\$ 1,872,939</u>	<u>\$ 442,972</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Acquired Brain <u>Disorder</u>	Other Developmental Services <u>Programs</u>	Total Developmental Services <u>Programs</u>	2015 <u>Total</u>
EXPENSES				
Salaries and wages	\$ -	\$ 463,911	\$ 7,172,501	\$ 7,018,948
Employee benefits	53,811	77,069	1,795,238	1,716,709
Payroll taxes	246	35,940	520,119	531,928
Client wages	-	31,658	226,356	224,494
Professional fees	104,150	2,412,267	10,742,343	10,244,001
Staff development and training	40	1,271	16,568	16,316
Occupancy costs	6,028	34,725	555,554	539,948
Consumable supplies	1,179	24,289	250,648	262,605
Equipment expenses	1,245	3,377	99,348	59,074
Communications	2,109	2,497	116,246	114,483
Travel and transportation	2,165	25,476	799,489	799,595
Assistance to individuals	600	21,612	79,209	78,470
Insurance	2,090	3,900	61,628	58,890
Membership dues	234	537	24,500	28,485
Bad debt expense	-	847	45,010	70,930
Other expenses	-	-	4,436	93,627
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total expenses	<u>\$ 173,897</u>	<u>\$ 3,139,376</u>	<u>\$ 22,509,193</u>	<u>\$ 21,858,503</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2016 AND 2015

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 three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained or the manner of their disposition, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service. The Organization reports expirations of continuing donor restrictions regarding use or disposition of long-lived assets over the assets' expected useful lives.

Permanently Restricted: Net assets that are subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

As of June 30, 2016 and 2015, the Organization had unrestricted, temporarily restricted and permanently restricted net assets.

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 unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, 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 unrestricted.

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, 2015, 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. Accordingly, costs have been allocated among the programs and supporting activities benefited.

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.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2012.

2. ASSETS, LIMITED USE

As of June 30, 2016 and 2015, assets, limited use consisted of the following:

	<u>2016</u>	<u>2015</u>
Donor restricted cash	\$ 255,321	\$ 253,787
Client funds held in trust	235,414	198,341
Employee benefits	<u>36,719</u>	<u>54,364</u>
Total assets, limited use	<u>\$ 527,454</u>	<u>\$ 506,492</u>

3. PROPERTY AND DEPRECIATION

As of June 30, 2016 and 2015, property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Vehicles	\$ 599,355	\$ 488,496
Equipment	<u>3,094,607</u>	<u>3,007,273</u>
Total property and equipment	3,693,962	3,495,769
Less accumulated depreciation	<u>3,137,421</u>	<u>3,037,684</u>
Property and equipment, net	<u>\$ 556,541</u>	<u>\$ 458,085</u>

Depreciation expense totaled \$134,689 and \$73,591 for the years ended June 30, 2016 and 2015, respectively.

4. 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, 2016 and 2015:

	<u>2016</u>		<u>2015</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Money Market Funds	\$ 15,429	\$ 15,429	\$ 7,336	\$ 7,336
Mutual Funds:				
Domestic equity funds	674,032	663,331	710,094	652,034
International equity funds	308,682	340,877	320,819	320,155
Fixed income funds	508,942	515,603	507,439	513,071
Other mutual funds	<u>49,408</u>	<u>48,090</u>	<u>41,331</u>	<u>42,030</u>
Total	<u>\$ 1,556,493</u>	<u>\$ 1,583,330</u>	<u>\$ 1,587,019</u>	<u>\$ 1,534,626</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>2016</u>	<u>2015</u>
<u>Components of Investment Return:</u>		
Interest and dividends	\$ 28,051	\$ 27,342
Unrealized losses on investments	(77,985)	(36,595)
Realized gains on investments	<u>30,321</u>	<u>57,784</u>
	<u>\$ (19,613)</u>	<u>\$ 48,531</u>

Investment management fees for the years ended June 30, 2016 and 2015 were \$10,914 and \$10,110, respectively.

5. **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, 2016 and 2015.

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, 2016 and 2015.

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.

The table below segregates all financial assets and liabilities as of June 30, 2016 and 2015 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>2016</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 15,429	\$ -	\$ -	\$ 15,429
Mutual Funds				
Domestic equity funds	674,032	-	-	674,032
International equity funds	308,682	-	-	308,682
Fixed income funds	508,942	-	-	508,942
Other funds	49,408	-	-	49,408
Cash Value of Life Insurance	-	<u>378,529</u>	-	<u>378,529</u>
 Total investments at fair value	 <u>\$ 1,556,493</u>	 <u>\$ 378,529</u>	 <u>\$ -</u>	 <u>\$ 1,935,022</u>

	<u>2015</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 7,336	\$ -	\$ -	\$ 7,336
Mutual Funds				
Domestic equity funds	710,094	-	-	710,094
International equity funds	320,819	-	-	320,819
Fixed income funds	507,439	-	-	507,439
Other funds	41,331	-	-	41,331
Cash Value of Life Insurance	-	<u>358,521</u>	-	<u>358,521</u>
 Total investments at fair value	 <u>\$ 1,587,019</u>	 <u>\$ 358,521</u>	 <u>\$ -</u>	 <u>\$ 1,945,540</u>

6. 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, 2014, the Organization implemented a 2% discretionary contribution allocated each pay period until further notice. Contributions totaled \$280,213 and \$279,097 for the years ended June 30, 2016 and 2015, respectively.

7. 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, 2016 and 2015. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its 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. At June 30, 2016 and 2015, cash balances in excess of FDIC coverage aggregated \$5,872,211 and \$7,395,034, respectively.

8. CONCENTRATION OF RISK

For the years ended June 30, 2016 and 2015, approximately 85% and 87% 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. The Organization was scheduled for re-designation with the Bureau of Developmental Services during September 2015; however the Organization received an extension from the State of New Hampshire through September 2016. The Organization was scheduled for re-designation with the Bureau of Behavioral Health during August 2016 and was reapproved as a provider of mental health services through August 2021.

Medicaid receivables comprise approximately 79% and 83% of the total accounts receivable balances at June 30, 2016 and 2015, respectively.

9. 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 \$890,110 and \$880,320 for the years ended June 30, 2016 and 2015, respectively.

The approximate future minimum lease payments on the above leases for the years ending June 30, 2017 and 2018 are \$770,607 and \$6,413, respectively.

See the Related Party Transactions footnote for information regarding lease agreements with a related party.

10. 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, 2016, the Organization had a receivable due from Shallow River balance in the amount of \$162,326. At June 30, 2015, the Organization had a due to Shallow River in the amount of \$9,366.

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 \$728,526 for each of the years ended June 30, 2016 and 2015. 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, 2016 and 2015.

Donation

Although not required by an agreement between Shallow River and the Organization, Shallow River must donate 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. Donation revenue, from Shallow River to the Organization, aggregated \$204,077 and \$53,784 for the years ended June 30, 2016 and 2015, respectively.

11. 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.

12. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes:

	<u>2016</u>	<u>2015</u>
Dream Team Fund	\$ 2,096	\$ 1,273
Income earned on the Memorial Fund	<u>808</u>	<u>97</u>
Total temporarily restricted net assets	<u>\$ 2,904</u>	<u>\$ 1,370</u>

13. **ENDOWMENT FUND AND PERMANENTLY RESTRICTED NET ASSETS**

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, 2016 and 2015, the endowment was entirely composed of permanently restricted net assets.

Changes in endowment net assets (at fair value) as of June 30, 2016 were as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Certificates of deposit, beginning of year	\$ -	\$ 252,417	\$ 252,417
Interest income	1,136	-	1,136
Withdrawals	<u>(1,136)</u>	<u>-</u>	<u>(1,136)</u>
Certificates of deposit end of year	<u>\$ -</u>	<u>\$ 252,417</u>	<u>\$ 252,417</u>

Changes in endowment net assets (at fair value) as of June 30, 2015 were as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Certificates of deposit, beginning of year	\$ -	\$ 252,417	\$ 252,417
Interest income	563	-	563
Withdrawals	<u>(563)</u>	<u>-</u>	<u>(563)</u>
Certificates of deposit, end of year	<u>\$ -</u>	<u>\$ 252,417</u>	<u>\$ 252,417</u>

14. 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 5, 2016, the date the June 30, 2016 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, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental</u>	<u>Developmental</u>		<u>General</u>	<u>2016</u>	<u>2015</u>
	<u>Health</u>	<u>Services</u>	<u>Subtotals</u>	<u>Management</u>	<u>Total</u>	<u>Total</u>
REVENUES						
Program service fees:						
Client fees	\$ 616,714	\$ 16,491	\$ 633,205	\$ -	\$ 633,205	\$ 648,245
Residential fees	60,927	115,953	176,880	-	176,880	170,682
Blue Cross	138,701	23,520	162,221	-	162,221	209,760
Medicaid	10,622,989	22,785,810	33,408,799	-	33,408,799	33,378,537
Medicare	511,230	-	511,230	-	511,230	616,788
Other insurance	207,325	34,285	241,610	-	241,610	204,216
Local educational authorities	-	181,797	181,797	-	181,797	187,388
Vocational rehabilitation	6,365	9,169	15,534	-	15,534	17,521
Other program fees	4,157	30,386	34,543	-	34,543	33,127
Production/service income	249,579	265,162	514,741	2,333	517,074	508,099
Public support:						
Local/county government	128,366	16,550	144,916	-	144,916	160,045
Donations/contributions	5,361	27,310	32,671	205,642	238,313	76,351
Other public support	294,595	-	294,595	-	294,595	284,399
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	970
Bureau of Developmental Services and Bureau of Behavioral Health	345,840	307,307	653,147	-	653,147	436,585
Other federal and state funding:						
HUD	129,535	-	129,535	-	129,535	129,535
Other	13,099	-	13,099	10,250	23,349	24,504
Private foundation grants	99,743	-	99,743	-	99,743	172,874
Other revenues	<u>59,767</u>	<u>57,363</u>	<u>117,130</u>	<u>411,757</u>	<u>528,887</u>	<u>240,735</u>
 Total revenues	 <u>13,494,293</u>	 <u>23,871,103</u>	 <u>37,365,396</u>	 <u>629,982</u>	 <u>37,995,378</u>	 <u>37,500,361</u>
EXPENSES						
Salaries and wages	\$ 6,303,073	\$ 7,172,501	\$ 13,475,574	\$ 2,936,291	\$ 16,411,865	\$ 16,258,016
Employee benefits	1,564,009	1,795,238	3,359,247	772,254	4,131,501	3,880,800
Payroll taxes	428,360	520,119	948,479	196,769	1,145,248	1,182,357
Client wages	136,828	226,356	363,184	-	363,184	393,057
Professional fees	167,717	10,742,343	10,910,060	224,858	11,134,918	10,659,792
Staff development and training	24,198	16,568	40,766	20,882	61,648	47,541
Occupancy costs	483,764	555,554	1,039,318	168,126	1,207,444	1,229,766
Consumable supplies	200,497	250,648	451,145	55,557	506,702	526,418
Equipment expenses	83,991	99,348	183,339	32,050	215,389	151,768
Communications	170,596	116,246	286,842	74,764	361,606	368,938
Travel and transportation	282,480	799,489	1,081,969	39,446	1,121,415	1,118,247
Assistance to individuals	9,570	79,209	88,779	3,144	91,923	93,078
Insurance	49,992	61,628	111,620	26,002	137,622	133,997
Membership dues	35,332	24,500	59,832	59,095	118,927	132,446
Bad debt expense	470,323	45,010	515,333	-	515,333	463,211
Other expenses	<u>24,226</u>	<u>4,436</u>	<u>28,662</u>	<u>18,995</u>	<u>47,657</u>	<u>119,143</u>
 Total expenses	 <u>10,434,956</u>	 <u>22,509,193</u>	 <u>32,944,149</u>	 <u>4,628,233</u>	 <u>37,572,382</u>	 <u>36,758,575</u>
 EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	 <u>\$ 3,059,337</u>	 <u>\$ 1,361,910</u>	 <u>\$ 4,421,247</u>	 <u>\$ (3,998,251)</u>	 <u>\$ 422,996</u>	 <u>\$ 741,786</u>

NORTHERN HUMAN SERVICES, INC.

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

**FOR THE YEAR ENDED JUNE 30, 2016
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>	<u>Emergency Services Non-BBH</u>	<u>Other Non-BBH</u>
REVENUES						
Program service fees:						
Client fees	\$ 42,736	\$ 81,678	\$ -	\$ 15,524	\$ 23,480	\$ 334
Residential fees	-	-	-	-	-	-
Blue Cross	46,517	45,980	-	28,433	12,164	(51)
Medicaid	77,616	786,256	719,726	2,563,413	111,274	223,294
Medicare	82,388	352,624	-	-	8,950	-
Other insurance	42,715	100,093	-	26,444	18,910	-
Local educational authorities	-	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-	-
Other program fees	4,057	-	-	100	-	-
Production/service income	-	-	-	-	-	-
Public support:						
Local/county government	128,366	-	-	-	-	-
Donations/contributions	4,792	71	-	80	52	-
Other public support	-	-	27,824	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	98,304	-
Other federal and state funding:						
HUD	-	-	-	-	-	-
Other	-	1,472	187	-	504	793
Private foundation grants	10,099	-	-	1,313	-	88,331
Other revenues	<u>51,784</u>	<u>-</u>	<u>-</u>	<u>1,577</u>	<u>-</u>	<u>-</u>
 Total revenues	 <u>491,070</u>	 <u>1,368,174</u>	 <u>747,737</u>	 <u>2,636,884</u>	 <u>273,638</u>	 <u>312,701</u>
EXPENSES						
Salaries and wages	\$ 422,734	\$ 885,273	\$ 185,765	\$ 758,100	\$ 440,173	\$ 160,016
Employee benefits	129,024	196,452	43,415	206,115	69,356	38,260
Payroll taxes	26,053	55,843	11,439	50,597	29,208	11,025
Client wages	-	-	-	-	-	-
Professional fees	15,303	17,183	4,018	37,096	6,746	3,797
Staff development and training	3,025	2,403	5,982	761	2,168	4,523
Occupancy costs	50,164	50,315	10,709	54,189	19,276	9,095
Consumable supplies	20,319	7,623	1,677	9,791	2,863	2,108
Equipment expenses	11,699	6,855	1,409	7,390	2,335	1,804
Communications	35,205	15,372	3,433	26,584	13,808	2,989
Travel and transportation	4,640	15,016	1,948	38,727	1,060	8,639
Assistance to individuals	2,290	48	7	1,877	-	8
Insurance	4,272	6,924	1,376	6,945	2,380	1,254
Membership dues	4,953	7,896	585	3,695	1,253	1,231
Bad debt expense	52,240	44,877	-	9,372	26,214	328
Other expenses	<u>392</u>	<u>268</u>	<u>79</u>	<u>4</u>	<u>3</u>	<u>-</u>
 Total expenses	 <u>782,313</u>	 <u>1,312,348</u>	 <u>271,842</u>	 <u>1,211,243</u>	 <u>616,843</u>	 <u>245,077</u>
 EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	 <u>\$ (291,243)</u>	 <u>\$ 55,826</u>	 <u>\$ 475,895</u>	 <u>\$ 1,425,641</u>	 <u>\$ (343,205)</u>	 <u>\$ 67,624</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Bureau of Drug & Alcohol Services	Health Mentors	Vocational Services	Restorative Partial Hospital	Case Management	Supportive Living
REVENUES						
Program service fees:						
Client fees	\$ 9,206	\$ -	\$ 7,084	\$ 16,335	\$ 231,175	\$ 99,295
Residential fees	-	-	-	-	-	-
Blue Cross	4,531	-	-	-	-	-
Medicaid	50,267	-	110,322	226,375	1,628,428	2,054,633
Medicare	7,659	-	-	-	416	-
Other insurance	14,372	-	-	-	-	-
Local educational authorities	-	-	-	-	-	-
Vocational rehabilitation	-	-	6,365	-	-	-
Other program fees	-	-	-	-	-	-
Production/service income	-	-	58,713	-	-	-
Public support:						
Local/county government	-	-	-	-	-	-
Donations/contributions	-	-	-	-	77	-
Other public support	-	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	540	-	-	-	-
Other federal and state funding:						
HUD	-	-	-	-	-	-
Other	-	-	-	-	-	-
Private foundation grants	-	-	-	-	-	-
Other revenues	103	-	190	317	1,136	1,053
Total revenues	86,138	540	182,674	243,027	1,861,232	2,154,981
EXPENSES						
Salaries and wages	\$ 67,725	\$ -	\$ 100,582	\$ 87,378	\$ 824,182	\$ 827,833
Employee benefits	19,221	-	25,689	21,934	203,576	178,703
Payroll taxes	4,894	-	11,637	6,269	56,283	56,559
Client wages	-	-	59,438	-	-	-
Professional fees	1,295	-	2,523	1,355	19,810	14,152
Staff development and training	283	-	503	179	955	415
Occupancy costs	4,247	-	9,178	6,388	52,524	48,405
Consumable supplies	637	-	3,738	33,342	16,922	20,714
Equipment expenses	635	-	6,805	930	8,697	7,485
Communications	1,004	-	4,573	1,070	13,982	9,630
Travel and transportation	996	-	13,714	620	69,501	75,211
Assistance to individuals	-	-	-	-	63	2,451
Insurance	620	-	867	782	6,986	6,331
Membership dues	787	540	427	350	4,327	2,874
Bad debt expense	5,814	-	3,759	18,957	194,596	50,690
Other expenses	-	-	2,203	-	14,126	7,090
Total expenses	108,158	540	245,636	179,554	1,486,530	1,308,543
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ (22,020)	\$ -	\$ (62,962)	\$ 63,473	\$ 374,702	\$ 846,438

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH**

FOR THE YEAR ENDED JUNE 30, 2016

WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Community Residences</u>	<u>Disaster Behavioral Health (DBHRT)</u>	<u>Victims of Crime Act Program</u>	<u>ACT Team</u>	<u>Other Mental Health Programs</u>	<u>Total Mental Health Programs</u>	<u>2015 Total</u>
REVENUES							
Program service fees:							
Client fees	\$ 8,768	\$ -	\$ 5,390	\$ 75,709	\$ -	\$ 616,714	\$ 644,822
Residential fees	34,607	-	-	26,320	-	60,927	39,537
Blue Cross	-	-	873	254	-	138,701	176,772
Medicaid	986,641	-	49,381	1,035,363	-	10,622,989	11,106,765
Medicare	-	-	12,432	46,761	-	511,230	616,788
Other insurance	-	-	4,401	390	-	207,325	157,180
Local educational authorities	-	-	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-	6,365	7,241
Other program fees	-	-	-	-	-	4,157	80
Production/service income	-	-	-	-	190,866	249,579	261,767
Public support:							
Local/county government	-	-	-	-	-	128,366	136,715
Donations/contributions	200	-	76	13	-	5,361	3,703
Other public support	-	74,371	192,400	-	-	294,595	284,399
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	-	970
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	246,996	-	345,840	365,865
Other federal and state funding:							
HUD	129,535	-	-	-	-	129,535	129,535
Other	-	10,143	-	-	-	13,099	20,412
Private foundation grants	-	-	-	-	-	99,743	172,874
Other revenues	<u>1,606</u>	<u>-</u>	<u>892</u>	<u>1,063</u>	<u>46</u>	<u>59,767</u>	<u>70,587</u>
Total revenues	<u>1,161,357</u>	<u>84,514</u>	<u>265,845</u>	<u>1,432,869</u>	<u>190,912</u>	<u>13,494,293</u>	<u>14,196,012</u>
EXPENSES							
Salaries and wages	\$ 673,433	\$ 47,765	\$ 262,214	\$ 526,978	\$ 32,922	\$ 6,303,073	\$ 6,383,958
Employee benefits	156,695	12,275	92,708	162,307	8,279	1,564,009	1,466,552
Payroll taxes	47,070	3,486	15,905	33,753	8,339	428,360	452,072
Client wages	-	-	-	-	77,390	136,828	168,563
Professional fees	5,486	942	9,146	27,710	1,155	167,717	164,860
Staff development and training	156	1,382	804	656	3	24,198	17,965
Occupancy costs	44,149	4,355	22,199	75,625	22,946	483,764	513,660
Consumable supplies	23,297	707	2,913	10,715	43,131	200,497	203,826
Equipment expenses	12,371	409	3,094	5,810	6,263	83,991	61,935
Communications	16,257	1,546	6,383	9,068	9,692	170,596	168,225
Travel and transportation	10,557	4,468	5,779	24,199	7,405	282,480	277,565
Assistance to individuals	2,405	-	105	53	263	9,570	10,699
Insurance	1,914	437	3,096	5,498	310	49,992	50,048
Membership dues	950	223	1,831	2,688	722	35,332	42,210
Bad debt expense	5,779	-	2,436	55,261	-	470,323	392,281
Other expenses	<u>6</u>	<u>-</u>	<u>4</u>	<u>1</u>	<u>50</u>	<u>24,226</u>	<u>4,116</u>
Total expenses	<u>1,000,525</u>	<u>77,995</u>	<u>428,617</u>	<u>940,322</u>	<u>218,870</u>	<u>10,434,956</u>	<u>10,378,535</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 160,832</u>	<u>\$ 6,519</u>	<u>\$ (162,772)</u>	<u>\$ 492,547</u>	<u>\$ (27,958)</u>	<u>\$ 3,059,337</u>	<u>\$ 3,817,477</u>

NORTHERN HUMAN SERVICES, INC.

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

**FOR THE YEAR ENDED JUNE 30, 2016
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	\$ -	\$ -	\$ -	\$ 16,491	\$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	23,520	-
Medicaid	1,016,973	-	4,428,397	677,844	456,067
Medicare	-	-	-	-	-
Other insurance	-	-	-	34,285	-
Local educational authorities	-	181,797	-	-	-
Vocational rehabilitation	-	-	9,169	-	-
Other program fees	-	-	30,386	-	-
Production/service income	-	-	199,237	4,715	-
Public support:					
Local/county government	-	-	16,550	-	-
Donations/contributions	-	-	27,310	-	-
Other public support	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	150,783	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	895	140	43,408	609	409
Total revenues	<u>1,017,868</u>	<u>181,937</u>	<u>4,754,457</u>	<u>908,247</u>	<u>456,476</u>
EXPENSES					
Salaries and wages	\$ 652,296	\$ 91,294	\$ 2,903,431	\$ 354,222	\$ 229,802
Employee benefits	174,776	22,693	762,376	76,611	70,199
Payroll taxes	45,048	7,043	215,998	24,264	16,293
Client wages	-	2,782	174,912	-	-
Professional fees	45,948	1,499	73,512	139,309	26,809
Staff development and training	782	111	2,822	4,634	61
Occupancy costs	49,166	4,847	236,703	6,091	17,132
Consumable supplies	9,018	1,163	71,389	5,752	3,205
Equipment expenses	4,155	634	59,566	2,017	1,681
Communications	6,099	2,089	39,555	19,106	1,928
Travel and transportation	17,760	11,718	488,048	81,480	14,776
Assistance to individuals	143	150	36,707	32	1,042
Insurance	5,714	823	25,688	2,903	2,301
Membership dues	806	108	12,527	405	306
Bad debt expense	-	-	355	37,538	1,371
Other expenses	-	-	4,220	3	-
Total expenses	<u>1,011,711</u>	<u>146,954</u>	<u>5,107,809</u>	<u>754,367</u>	<u>386,906</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 6,157</u>	<u>\$ 34,983</u>	<u>\$ (353,352)</u>	<u>\$ 153,880</u>	<u>\$ 69,570</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2016
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	90,741	-	25,212	-	-
Blue Cross	-	-	-	-	-
Medicaid	7,790,036	2,280,533	286,389	2,044,726	451,133
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	18,236	-	1,535	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	-	-	-	-	-
Other public support	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	4,950	-	2,527	92	34
Total revenues	<u>7,903,963</u>	<u>2,280,533</u>	<u>315,663</u>	<u>2,044,818</u>	<u>451,167</u>
EXPENSES					
Salaries and wages	\$ 1,621,393	\$ -	\$ 208,915	\$ 611,724	\$ 35,513
Employee benefits	406,980	-	56,777	87,547	6,399
Payroll taxes	114,946	-	14,258	43,771	2,312
Client wages	15,771	-	1,233	-	-
Professional fees	4,369,784	2,159,128	1,554	1,015,513	392,870
Staff development and training	5,598	-	17	1,230	2
Occupancy costs	158,336	-	38,546	3,344	636
Consumable supplies	118,979	-	7,329	3,769	4,576
Equipment expenses	22,649	-	1,372	2,463	189
Communications	34,275	-	2,518	5,868	202
Travel and transportation	81,694	-	5,052	71,320	-
Assistance to individuals	1,778	-	30	17,115	-
Insurance	13,278	-	1,764	2,927	240
Membership dues	2,959	-	237	6,348	33
Bad debt expense	4,899	-	-	-	-
Other expenses	213	-	-	-	-
Total expenses	<u>6,973,532</u>	<u>2,159,128</u>	<u>339,602</u>	<u>1,872,939</u>	<u>442,972</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 930,431</u>	<u>\$ 121,405</u>	<u>\$ (23,939)</u>	<u>\$ 171,879</u>	<u>\$ 8,195</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Acquired Brain <u>Disorder</u>	Other Developmental Services <u>Programs</u>	Total Developmental Services <u>Programs</u>	2015 <u>Total</u>
REVENUES				
Program service fees:				
Client fees	\$ -	\$ -	\$ 16,491	\$ 3,423
Residential fees	-	-	115,953	131,145
Blue Cross	-	-	23,520	32,988
Medicaid	273,522	3,080,190	22,785,810	22,271,772
Medicare	-	-	-	-
Other insurance	-	-	34,285	47,036
Local educational authorities	-	-	181,797	187,388
Vocational rehabilitation	-	-	9,169	10,280
Other program fees	-	-	30,386	33,047
Production/service income	-	41,439	265,162	242,838
Public support:				
Local/county government	-	-	16,550	23,330
Donations/contributions	-	-	27,310	17,715
Other public support	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	156,524	307,307	70,720
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	<u>2,622</u>	<u>1,677</u>	<u>57,363</u>	<u>51,995</u>
Total revenues	<u>276,144</u>	<u>3,279,830</u>	<u>23,871,103</u>	<u>23,123,677</u>
EXPENSES				
Salaries and wages	\$ -	\$ 463,911	\$ 7,172,501	\$ 7,018,948
Employee benefits	53,811	77,069	1,795,238	1,716,709
Payroll taxes	246	35,940	520,119	531,928
Client wages	-	31,658	226,356	224,494
Professional fees	104,150	2,412,267	10,742,343	10,244,001
Staff development and training	40	1,271	16,568	16,316
Occupancy costs	6,028	34,725	555,554	539,948
Consumable supplies	1,179	24,289	250,648	262,605
Equipment expenses	1,245	3,377	99,348	59,074
Communications	2,109	2,497	116,246	114,483
Travel and transportation	2,165	25,476	799,489	799,595
Assistance to individuals	600	21,612	79,209	78,470
Insurance	2,090	3,900	61,628	58,890
Membership dues	234	537	24,500	28,485
Bad debt expense	-	847	45,010	70,930
Other expenses	-	-	4,436	93,627
Total expenses	<u>173,897</u>	<u>3,139,376</u>	<u>22,509,193</u>	<u>21,858,503</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 102,247</u>	<u>\$ 140,454</u>	<u>\$ 1,361,910</u>	<u>\$ 1,265,174</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		
	Steve Michaud, President			10.16 / 10.18
	Madelene Costello, Vice President			10.16 / 10.18
	James Salmon, Treasurer			10.15 / 10.17
	Margaret McClellan, Secretary (finishing Maddie's 2 nd year)			10.16 / 10.17

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	

**Term
Expire**

	<u>The Mental Health Center</u>	Charlie Cotton	752-7404
	3 Twelfth St., Berlin, NH 03570	Area Director	

'19	Margaret McClellan,		6/01
'17	*Stephen Michaud,		11/02

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

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

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

'19	Judy Houghton,		7/13
'17	Georgia Caron,		[5/08]

	<u>White Mountain Mental Health</u>	Jane MacKay	444-5358
	29 Maple St., Box 599, Littleton 03561	Area Director	
	<u>Common Ground</u>	Mark Vincent	837-9547
	24 Lancaster Road, Whitefield, NH 03584	DS Director	

'17	*Marti Faulkner,		1994
'19	Bob Fink,		1/07, 3/13
'20	Becky McEnany,		1/17
'18	*Amy Mitz,		10/12

Honorary Board Members

	Caroline Gale,		1984
	Natalie Peterson,		1981
	*Felix Weingart, Jr.,		1984

Executive Committee: Marge McClellan, Stephen Michaud, James Salmon, Marti Faulkner, Maddie Costello, Eric Johnson

Finance Committee: Marti Faulkner, Marge McClellan, Steve Michaud, Jim Salmon, Bob Fink, Dale Heon

Program Committee: Amy Mitz, Marge McClellan, Judy Houghton, Maddie Costello, Georgia Caron, Becky McEnany, Carrie Duran, Suzanne Gaetjens-Olsen, Liz Charles

*Member representing consumer with developmental disability

ERIC M. JOHNSON

SENIOR MANAGEMENT EXECUTIVE

Cross-Functional Experience & Cross System Expertise

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
- *Personnel Management

- *Corporate Compliance
- *Quality Assurance
- *Program Development

- *Policy Development
- *Grant Writing
- *Inter-Agency Collaboration

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.

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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Northern Human Services

Name of Contract: Mental Health Services

BUDGET PERIOD:		SFY 18 (Jul 1, 2017 thru Jun 30, 2018)		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Eric Johnson	CEO	\$141,750	50.00%	\$70,875.00
Dale Heon	CFO	\$101,050	50.00%	\$50,525.00
Suzanne Gaetjens-Oleson	Regional Administrator	\$71,999	100.00%	\$71,999.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$193,399.00

BUDGET PERIOD:		SFY 19 (Jul 1, 2018 thru Jun 30, 2019)		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Eric Johnson	CEO	\$146,002	50.00%	\$73,001.00
Dale Heon	CFO	\$104,081	50.00%	\$52,040.50
Suzanne Gaetjens-Oleson	Regional Administrator	\$74,159	100.00%	\$74,159.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$199,200.50

Subject: Mental Health Services (SS-2018-DBH-01-MENTA-04)

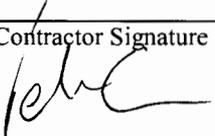
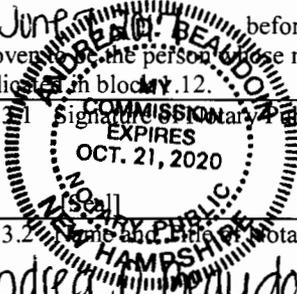
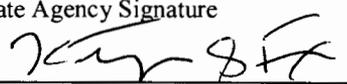
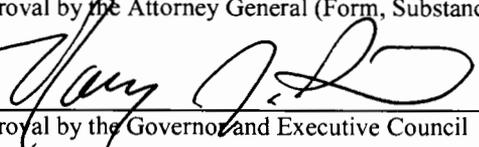
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. 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 Riverbend Community Mental Health, Inc.		1.4 Contractor Address PO Box 2032, 3 N. Main Street Concord, NH 03302-2032	
1.5 Contractor Phone Number 603-226-7505	1.6 Account Number 05-95-92-922010-[4117, 4121, 2053]; 05-95-42-421010-2958; 05-95-42-423010-7926	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$853,346
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 Peter Evers President & CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>June 13, 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  <u>Andrea D Beaudoin</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Andrea D Beaudoin Executive Assistant</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kyras Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/13/2017</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

Contractor Initials PK
Date 6/7/17

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.

Contractor Initials PE
Date 6/7/17



Exhibit A

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 (APRTP).
- 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.



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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.

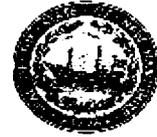


Exhibit A

- 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:



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- 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.



Exhibit A

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.



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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 Glencliff 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 Glencliff 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.



Exhibit A

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

- 23.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have SMI, or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- 23.2. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- 23.3. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 23.4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services (BHHS).
- 23.5. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 23.6. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 23.7. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

24. REFUGEE INTERPRETER SERVICES

- 24.1. General funds shall be used to provide language interpreter services for eligible uninsured, non-English speaking refugees receiving community mental health services through the mental health provider. This Contractor was chosen to receive these funds because it is located in one of the primary refugee resettlement areas in New Hampshire.



Exhibit A

25. CHILDREN'S ACT TEAM WRAPAROUND

- 25.1. The Contractor shall establish/maintain a Children's ACT team providing a specialized multidisciplinary team that provides an intensive community based services for children and families living with Serious Emotional Disturbance (SED). These intensive services include multiple visits to the child and family in settings that most effectively meet their needs, and can be as frequent as daily. The services may take place at the child's school, home or other community settings. The team is responsible for directly providing a full array of services as defined in He-M 426, and delivered, within the context of a community wraparound team which places the child and the family at the center of treatment decisions. Services defined include:
- 25.1.1. Functional Support Services (FSS);
 - 25.1.2. Individual and Family Therapy;
 - 25.1.3. Medication Services; and
 - 25.1.4. Targeted Case Management (TCM) Services.
- 25.2. Children's ACT team services are intended for children and adolescents who meet State eligibility criteria for SED or SED with Interagency Involvement (SED-IA), as defined in Administrative Rule He-M 401. In addition, children and adolescents served by the ACT team can also present with difficulties successfully engaging in traditional treatment programs, and can present with challenging and complex treatment needs that have frequently not responded to prior treatment interventions. Children who are prioritized for ACT team services also have a history of multiple psychiatric hospitalizations, and/or frequent visits to hospital emergency departments for psychiatric crisis, and present with ongoing difficulties at school, and/or multiple interactions with law enforcement.
- 25.3. Children's ACT teams shall be comprised of nursing staff, a psychiatrist, case managers, functional support specialists, and master's level clinicians. Clinician ratio to individuals served is 1:10, no more than 1:15. The team has extended evening hours that are most conducive to the needs of the child and the family. The team is set up to either:
- 25.3.1. Directly provides Emergency Services on call, twenty-four (24) hours a day for individuals served by the team; or
 - 25.3.2. Has a well-articulated plan to ensure the CMHC Emergency Services team is informed of the needs of any individual served by the team, is updated on pertinent changes in status, and has available to them a well-articulated crisis plan should the family request services after hours.
- 25.4. The Contractor shall notify DHHS when not in compliance with the staffing pattern or programmatic model listed in this section, and shall submit a corrective action plan.
- 25.5. ACT Teams that also utilize the NH Wraparound Model shall ensure that staff performing the wraparound facilitation and care coordination are trained and coached in the NH Wraparound Model by the DHHS approved training and coaching vendor.

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

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



Exhibit A

26.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and

26.1.2. 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.

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

27.1. 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

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.

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
Refugee Interpreter Services	\$ 5,000	\$ 5,000
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$ 7,708	\$ 7,708
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000
Assertive Community Treatment Team (ACT) - Childrens	\$140,000	\$140,000
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
Projects For Assistance In Transition From Homelessness (PATH) Services	\$ 36,250	\$ 36,250
Total	\$424,673	\$428,673

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.



Exhibit B

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. 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:
SFY ____ BUDGET

	Total Agency	Total Administration 180	Total Programs	Maintenance 100	Children & Adolescents 101	Older Adult Services 102	Intake 103	Emergency Services/ Assessment 104	Brief/DRF 106	Intensive Partial Hospital 107	Restorative Partial Hospital 108
400	PROG. SERV. FEES										
401	0	0	0	0	0	0	0	0	0	0	0
402	0	0	0	0	0	0	0	0	0	0	0
403	0	0	0	0	0	0	0	0	0	0	0
404	0	0	0	0	0	0	0	0	0	0	0
405	0	0	0	0	0	0	0	0	0	0	0
406	0	0	0	0	0	0	0	0	0	0	0
411	0	0	0	0	0	0	0	0	0	0	0
	SUBTOTAL	0	0	0	0	0	0	0	0	0	0
420	PROG. SALES										
421	0	0	0	0	0	0	0	0	0	0	0
422	0	0	0	0	0	0	0	0	0	0	0
430	PUBLIC SUPPORT										
431	0	0	0	0	0	0	0	0	0	0	0
432	0	0	0	0	0	0	0	0	0	0	0
433	0	0	0	0	0	0	0	0	0	0	0
434	0	0	0	0	0	0	0	0	0	0	0
435	0	0	0	0	0	0	0	0	0	0	0
436	0	0	0	0	0	0	0	0	0	0	0
437	0	0	0	0	0	0	0	0	0	0	0
438	0	0	0	0	0	0	0	0	0	0	0
439	0	0	0	0	0	0	0	0	0	0	0
440	FEDERAL FUNDING										
441	0	0	0	0	0	0	0	0	0	0	0
444	0	0	0	0	0	0	0	0	0	0	0
445	0	0	0	0	0	0	0	0	0	0	0
446	0	0	0	0	0	0	0	0	0	0	0
448	0	0	0	0	0	0	0	0	0	0	0
450	OTHER REVENUE										
451	0	0	0	0	0	0	0	0	0	0	0
452	0	0	0	0	0	0	0	0	0	0	0
453	0	0	0	0	0	0	0	0	0	0	0
454	0	0	0	0	0	0	0	0	0	0	0
480	BBH										
481	0	0	0	0	0	0	0	0	0	0	0
482	0	0	0	0	0	0	0	0	0	0	0
	SUBTOTAL	0	0	0	0	0	0	0	0	0	0
500	0	0	0	0	0	0	0	0	0	0	0

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TOTAL PROGRAM REVENUES	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
602 Employee Benefits	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
SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0
610 Client Wages	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
622 Client Evaluations/Services	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
625 Audit Fees	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
627 Other Prof. Fees/Consultations	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
632 In-Service Training	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
634 Other Staff Development	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
642 Mortgage (Interest)	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
644 Other Utilities	0	0	0	0	0	0	0	0	0	0	0	0
645 Maintenance & Repairs	0	0	0	0	0	0	0	0	0	0	0	0
646 Taxes	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
650 CONSUMABLE SUPPLIES												
651 Office	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
653 Educational/Training	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
655 Food	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
657 Other Consumable Supplies	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
Total Carried Forward	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
710 Printing	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
730 Postage/Shipping	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
742 Staff	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
744 Delivery Products	0	0	0	0	0	0	0	0	0	0	0	0
750 ASSIST. TO INDIVIDUALS												

New Hampshire Department of Health and Human Services
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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 Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

PC

6/11/17



- 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.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT**

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

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

- 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 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.



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- 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;



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- 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.

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- 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.

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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.

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- 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.

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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.

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- 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.

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REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

6/7/17
Date

Contractor Name:


Name: Peter Evers
Title: CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

Name: Peter Evers
Title: CEO

6/7/17
Date

PE

6/7/17



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/7/17
Date



Name: Peter Ewers
Title: CEO


Contractor Initials _____
Date 6/7/17



**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

KE

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

6/17/17

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.

6/7/17
Date

Contractor Name:

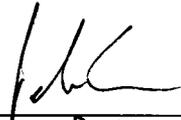

Name: Pete Guercio
Title: CEO

Exhibit G

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

Contractor Initials PE



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Name: Peter Evers
Title: CEO

6/7/17
Date

Contractor Initials PE
Date 6/7/17



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/8/17
Date

Riverbend Community Mental Health inc
Name of the Contractor

Pete Evers
Signature of Authorized Representative

Pete Evers
Name of Authorized Representative

CEO
Title of Authorized Representative

6/7/17
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.

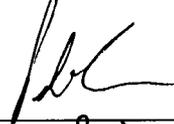
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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.

6/7/17
Date

Contractor Name:


Name: Pete Evers
Title: CEO



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: 081258915
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

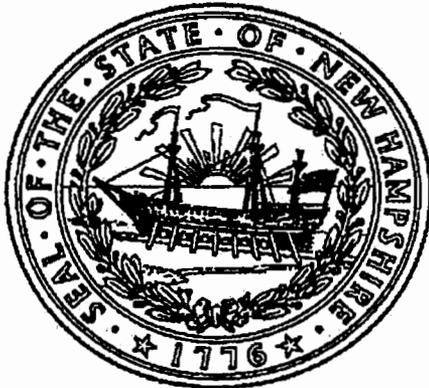
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RIVERBEND COMMUNITY MENTAL HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 25, 1966. 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: 62509



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

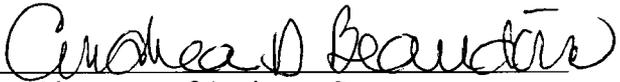
CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, do hereby certify that:

1. I am the duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.
2. The following are true copies of the resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 23, 2017.

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

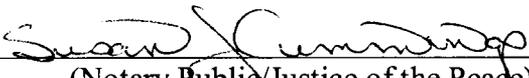
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of JUNE, 2017.
4. Peter Evers is duly elected President of the Corporation.



Signature of Assistant Secretary

State of New Hampshire
County of Merrimack

The forgoing instrument was acknowledged before me this 7th day of June, 2017
by Andrea D. Beaudoin.



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____ **SUSAN J. CUMMINGS**
Notary Public - New Hampshire
My Commission Expires July 10, 2018

Client#: 1364844

RIVERCOM12

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2016

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

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

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Insurance Company, NAIC #: 23850. INSURED: Riverbend Community Mental Health Inc., 3 North State Street, Concord, NH 03302.

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, 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, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Veh# 1 - 2004 FORD E-350 VAN VIN# 1FDWE35L44HA86187 NH; Coverages - Liability: ; Med. Pay: 5,000; Uninsured Motorist /1,000,000; Underinsured Motorist: /1,000,000; Towing & Labor: 100; Comprehensive: 500 Ded.; Collision: 1000 Ded.; ACV; Stated Amount: (See Attached Descriptions)

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: E. Arnold

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ACORD™**EVIDENCE OF PROPERTY INSURANCE**DATE (MM/DD/YYYY)
09/30/2016

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

AGENCY USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110	PHONE (A/C. No. Ext): 855 874-0123	COMPANY Travelers Property Cas. Co. of America	
FAX (A/C. No.):	E-MAIL ADDRESS: sandy.lacroix@usi.com		
CODE:	SUB CODE:		
AGENCY CUSTOMER ID #: 1364844	LOAN NUMBER		POLICY NUMBER P6305H224845IL16
INSURED Riverbend Community Mental Health Inc. 3 North State Street Concord, NH 03302	EFFECTIVE DATE 10/01/16	EXPIRATION DATE 10/01/17	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION

111 Pleasant St., Concord NH-Twicheil House
Concord, NH 03302

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket Building Cause of Loss: Special (Including Theft) Valuation: Replacement Cost Coinsurance%: 0	\$19,911,500	\$25,000
Blanket Business Personal Property Cause of Loss: Special (Including Theft) Valuation: Replacement Cost (See Attached Coverage Info.)	\$2,950,000	\$25,000

REMARKS (Including Special Conditions)

Supplemental Name: Penacook Assisted Living Facility, Inc., dba John H. Whitaker Place

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.

ADDITIONAL INTEREST

NAME AND ADDRESS NH DHHS 129 Pleasant Street Concord, NH 03301	<input checked="" type="checkbox"/>	MORTGAGEE	ADDITIONAL INSURED
	<input type="checkbox"/>	LOSS PAYEE	
	LOAN #		
AUTHORIZED REPRESENTATIVE <i>E. Gould</i>			

COVERAGE INFORMATION (Continued from page 1.)

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Blanket Business Income Including Extra Expense Cause of Loss: Special (Including Theft)	\$4,580,496	
Earthquake	\$5,000,000	\$50,000
Flood	\$5,000,000	\$50,000
 Commercial Property Location Specific Coverages		
Location #: 7 111 Pleasant St. Concord, NH 03302		
 Building #: 1 Twitchell Bldg-Clinic Coverage: Business Personal Property Cause: Special	 55,000	

Riverbend Community Mental Health, Inc.

Mission & Values

Mission

- We care for the mental health of our community

Vision

- We provide responsive, accessible, and effective mental health services.
- We seek to sustain mental health and promote wellness.
- We work as partners with consumers and families.
- We view recovery and resiliency as an on-going process in which choice, education, advocacy, and hope are key elements.
- We are fiscally prudent and work to ensure that necessary resources are available to support our work, now and in the future.

Values

- We value diversity and see it as essential to our success.
- We value staff and their outstanding commitment and compassion for those we serve.
- We value quality and strive to continuously improve our services by incorporating feedback from consumers, families and community stakeholders.
- We value community partnerships as a way to increase connections and resources that help consumers and families achieve their goals.

Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2016

Riverbend Community Mental Health, Inc.
TABLE OF CONTENTS
June 30, 2016

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

We have audited the accompanying financial statements of Riverbend Community Mental Health, Inc. (a not-for-profit organization), which comprise the statements of financial position as of June 30, 2016 and 2015, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the 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 Riverbend Community Mental Health, Inc. as of June 30, 2016 and 2015, and the statements of operations, changes in its net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Our audit was made for the purpose of forming an opinion on the basic financial statements of Riverbend Community Mental Health, Inc. taken as a whole. The supplementary information included on pages 14 through 17 are presented for the purposes of additional analysis and are not a required part of the basic 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.

Kittel Branagan & Sargent

St. Albans, Vermont
August 26, 2016

Riverbend Community Mental Health, Inc.
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	<u>2016</u>	<u>2015</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,018,185	\$ 3,895,471
Client service fees receivable, net	1,695,279	1,026,924
Other receivables	387,221	485,779
Investments	6,733,320	8,187,316
Restricted cash - Managed Care Reserve	-	598,737
Prepaid expenses	94,128	99,954
Tenant security deposits	<u>22,482</u>	<u>21,308</u>
TOTAL CURRENT ASSETS	<u>9,950,615</u>	<u>14,315,489</u>
 PROPERTY & EQUIPMENT, NET	 <u>10,810,458</u>	 <u>7,613,797</u>
 OTHER ASSETS		
Investment in Behavioral Information Systems	86,520	91,104
Bond issuance costs	<u>401,802</u>	<u>430,124</u>
TOTAL OTHER ASSETS	<u>488,322</u>	<u>521,228</u>
 RESTRICTED CASH, Rural Development Fund	 <u>21,396</u>	 <u>20,119</u>
 TOTAL ASSETS	 <u>\$ 21,270,791</u>	 <u>\$ 22,470,633</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 113,738	\$ 125,707
Accrued expenses	455,646	1,876,338
Tenant security deposits	22,482	21,308
Accrued compensated absences	585,245	527,541
Current portion of long-term debt	227,232	220,995
Deferred revenue	<u>141,378</u>	<u>141,674</u>
TOTAL CURRENT LIABILITIES	<u>1,545,721</u>	<u>2,913,563</u>
 LONG-TERM LIABILITIES		
Long-term debt, less current portion	7,115,517	7,342,747
Interest rate swap liability	<u>207,783</u>	<u>272,232</u>
TOTAL LONG-TERM LIABILITIES	<u>7,323,300</u>	<u>7,614,979</u>
 NET ASSETS		
Unrestricted	9,057,618	8,768,678
Temporarily restricted	999,110	700,101
Temporarily restricted - Capital Campaign	<u>2,345,042</u>	<u>2,473,312</u>
TOTAL NET ASSETS	<u>12,401,770</u>	<u>11,942,091</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$ 21,270,791</u>	 <u>\$ 22,470,633</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
STATEMENTS OF OPERATIONS
For the Years Ended June 30,

	2016			All Funds	2015
	Unrestricted	Temporarily Restricted	Temporarily Restricted Capital Campaign		
PUBLIC SUPPORT AND REVENUES					
Public support -					
Federal	\$ 283,526	\$ -	\$ -	\$ 283,526	\$ 124,930
State of New Hampshire -- BBH	1,433,169	367,586	-	1,800,755	396,771
In-kind donations	170,784	-	-	170,784	170,784
Contributions	145,214	-	-	145,214	141,913
Other	537,117	-	-	537,117	394,007
Total Public Support	<u>2,569,810</u>	<u>367,586</u>	<u>-</u>	<u>2,937,396</u>	<u>1,228,405</u>
Revenues -					
Client service fees, net of provision for bad debts	18,411,745	-	-	18,411,745	18,360,673
Other	3,086,924	-	-	3,086,924	2,607,186
Net assets released from restrictions	167,630	(70,722)	(96,908)	-	-
Total Revenues	<u>21,666,299</u>	<u>(70,722)</u>	<u>(96,908)</u>	<u>21,498,669</u>	<u>20,967,859</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>24,236,109</u>	<u>296,864</u>	<u>(96,908)</u>	<u>24,436,065</u>	<u>22,196,264</u>
PROGRAM AND ADMINISTRATIVE EXPENSES					
Children and adolescents	4,789,658	-	-	4,789,658	4,794,450
Emergency services	1,332,376	-	-	1,332,376	1,574,114
ACT Team	1,257,966	-	-	1,257,966	1,375,652
Outpatient - Concord	3,859,469	-	-	3,859,469	3,204,641
Outpatient - Franklin	1,751,273	-	-	1,751,273	1,746,055
Multi-Service Team - Community Support Program	5,028,953	-	-	5,028,953	4,783,473
Mobile Crisis	1,302,719	-	-	1,302,719	22,915
Community Residence - Twitchell	861,157	-	-	861,157	881,328
Community Residence - Fellowship	624,440	-	-	624,440	493,030
Restorative Partial Hospital	580,442	-	-	580,442	553,098
Supportive Living - Community	1,250,754	-	-	1,250,754	1,424,855
Other Non-BBH	1,292,089	-	-	1,292,089	694,890
Administrative	43,580	-	-	43,580	28,579
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	<u>23,974,876</u>	<u>-</u>	<u>-</u>	<u>23,974,876</u>	<u>21,577,080</u>
EXCESS/(DEFICIENCY) OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	261,233	296,864	(96,908)	461,189	619,184
INVESTMENT INCOME (LOSS)	<u>(36,639)</u>	<u>2,145</u>	<u>(31,362)</u>	<u>(65,856)</u>	<u>(20,170)</u>
TOTAL INCREASE (DECREASE) IN NET ASSETS	224,594	299,009	(128,270)	395,333	599,014
NET ASSETS, BEGINNING OF YEAR	8,768,678	700,101	2,473,312	11,942,091	11,266,673
Change in fair value of interest rate swap liability	64,346	-	-	64,346	76,404
NET ASSETS, END OF YEAR	<u>\$ 9,057,618</u>	<u>\$ 999,110</u>	<u>\$ 2,345,042</u>	<u>\$ 12,401,770</u>	<u>\$ 11,942,091</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 395,333	\$ 599,014
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	694,882	629,829
Unrealized (gain) loss on investments	128,271	489,247
Changes in:		
Client service fee receivables	(668,355)	557,907
Other receivables	98,558	(364,797)
Prepaid expenses	5,826	4,037
Restricted cash - Managed Care Reserve	-	(598,737)
Restricted cash - Rural Development Fund	(1,277)	(1,282)
Accounts payable and accrued expenses	(1,374,957)	922,138
Deferred revenue	(296)	33,709
	<u>(722,015)</u>	<u>2,271,065</u>
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(3,888,769)	(245,636)
Investment activity, net	1,954,491	(389,622)
	<u>(1,934,278)</u>	<u>(635,258)</u>
NET CASH (USED) IN INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term debt	(220,993)	(215,356)
	<u>(220,993)</u>	<u>(215,356)</u>
NET INCREASE (DECREASE) IN CASH	(2,877,286)	1,420,451
CASH AT BEGINNING OF YEAR	<u>3,895,471</u>	<u>2,475,020</u>
CASH AT END OF YEAR	<u>\$ 1,018,185</u>	<u>\$ 3,895,471</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	<u>\$ 306,908</u>	<u>\$ 294,538</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Riverbend Community Mental Health, Inc. (Riverbend) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs. 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 under Section 509(a)(2). It operates in the Merrimack and Hillsborough counties of New Hampshire.

Income Taxes

Riverbend Community Mental Health, Inc., is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, it is exempt from income taxes on its exempt function income.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2013, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Related Organizations

Riverbend is an affiliate of Capital Region Health Care (CRHC). CRHC is a comprehensive healthcare service system consisting of one hospital, one visiting nurse association, real estate holding companies and a variety of physician service companies. The affiliation exists for the purpose of integrating and improving the delivery of healthcare services to the residents of the central New Hampshire area.

Penacook Assisted Living Facility (PALF) is managed by Riverbend. PALF is a 501(c)(3) organization and operates the "John H. Whitaker Place" assisted care community located in Penacook, New Hampshire.

Property

Property is recorded at cost or, if donated, at fair market value at the date of donation. Depreciation is provided using both straight-line and accelerated methods, over the estimated useful lives of the assets.

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight-line method. Estimated useful lives range from 3 to 40 years.

State Grants

Riverbend receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Temporarily Restricted Funds

Specific purpose funds are used to differentiate resources, the use of which is restricted by donors, from resources of general funds on which the donors place no restriction or that arise as a result of the operations of Riverbend for its stated purposes. Specific purpose contributions and other donor-restricted resources are recorded as additions to temporarily restricted net assets at the time they are received and as expenses when expended for the specific purpose for which they were given.

In 2002, Riverbend developed an endowment fund to support current programs and to expand community mental health services in the future. These funds were raised through a capital campaign "Helping People Help Themselves".

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

In-Kind Donations

Various public and private entities have donated facilities for Riverbend's operational use. The estimated fair value of such donated services is recorded as offsetting revenues and expenses in the accompanying statement of revenue support and expenses of general funds.

Revenue

Grant revenue received by Riverbend is deferred until the related services are provided.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, Riverbend analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, Riverbend provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after Riverbend has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

During 2016, Riverbend increased its estimate in the allowance for doubtful accounts from 27% to 35% of total accounts receivable to \$910,010 as of June 30, 2016 from \$398,844 as of June 30, 2015, primarily due to a payment change from a payor, Medicaid. That change was made in September 2015 from a capitated system to a fee-for-service system. The current contracts will remain in place while the parties work out the remaining details of a return to a capitated system.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client Service Revenue

Riverbend recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. Riverbend receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking into account of the provision for bad debts) recognized during the year ended June 30, 2016 totaled \$18,411,745, of which \$18,019,631 was revenue from third-party payors and \$392,114 was revenue from self-pay clients.

Riverbend has agreements with third-party payors that provide payments to Riverbend at established rates. These payments include:

New Hampshire Medicaid

Riverbend is reimbursed for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

Cenpatico

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

Beacon Wellness

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

State of New Hampshire

Riverbend is reimbursed for certain expenses through support from the State of New Hampshire general funds accounts. Assertive Continuous Treatment Teams (ACT) for both adults and children, Mobile Crisis Teams, Refugee Interpreter Services are such accounts.

Concord Hospital

Riverbend is reimbursed for certain projects through support from the Concord Hospital Behavioral Health Services rendered in the emergency room inpatient psychiatric unit and for general administrative services are all reimbursed on a contractual basis.

Approximately 80% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2016. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation and change. As a result, it is possible that recorded estimates could change materially in the near term.

Interest Rate Swap Agreements

Riverbend has adopted professional accounting standards which require that derivative instruments be recorded at fair value and included in the statement of financial position as assets or liabilities. Riverbend uses interest rate swaps to manage risks related to interest rate movements. Interest rate swap contracts are reported at fair value. Riverbend's interest rate risk management strategy is to stabilize cash flow requirements by maintaining contracts to convert variable rate debt to a fixed rate.

Riverbend Community Mental Health, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Advertising

Advertising costs are expensed as incurred. Total costs were \$73,150 and \$52,617 at June 30, 2016 and 2015, respectively.

NOTE 2 CASH

At June 30, 2016 and 2015, the carrying amount of cash deposits was \$1,060,418 and \$4,535,635 and the bank balance was \$1,070,795 and \$4,580,825. Of the bank balance, \$925,710 and \$1,338,948 was covered by federal deposit insurance under written agreement between the bank and Riverbend, \$142,950 and \$3,241,833 was covered by an irrevocable letter of credit with TD Bank, N.A., and the remaining \$2,135 and \$43 is uninsured.

NOTE 3 ACCOUNTS RECEIVABLE

	<u>2016</u>	<u>2015</u>
ACCOUNTS RECEIVABLE - TRADE		
Due from clients	\$ 633,413	\$ 362,115
Receivable from insurance companies	323,413	202,219
Medicaid receivable	1,465,156	706,161
Medicare receivable	180,625	155,770
Other	<u>2,682</u>	<u>(497)</u>
	2,605,289	1,425,768
Allowance for doubtful accounts	<u>(910,010)</u>	<u>(398,844)</u>
	<u>\$ 1,695,279</u>	<u>\$ 1,026,924</u>

This large increase in accounts receivable is due to the transition from a capitated system of payments (Medicaid) to a fee-for-service system, which involves payment of transactions instead of payment by number of Medicaid enrolled participants.

	<u>2016</u>	<u>2015</u>
ACCOUNTS RECEIVABLE - OTHER		
Due from Penacook Assisted Living Facility	\$ 14,160	\$ 18,843
State of New Hampshire	<u>373,061</u>	<u>466,936</u>
	<u>\$ 387,221</u>	<u>\$ 485,779</u>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 4 INVESTMENTS

Riverbend has invested funds in various pooled funds with Harvest Capital Management. The approximate breakdown of these investments are as follows at June 30,:

<u>2015</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 135,176	\$ -	\$ 135,176
U.S. Treasuries	49,426	1,410	50,836
Corporate Bonds	878,735	6,266	885,001
Equities	54,167	6,860	61,027
Mutual Funds	<u>5,634,386</u>	<u>(33,106)</u>	<u>5,601,280</u>
	<u>\$ 6,751,890</u>	<u>\$ (18,570)</u>	<u>\$ 6,733,320</u>
<u>2014</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 46,389	\$ -	\$ 46,389
U.S. Treasuries	75,172	453	75,625
Corporate Bonds	1,332,149	(4,065)	1,328,084
Equities	50,260	680	50,940
Mutual Funds	<u>6,523,059</u>	<u>163,219</u>	<u>6,686,278</u>
	<u>\$ 8,027,029</u>	<u>\$ 160,287</u>	<u>\$ 8,187,316</u>

During the year, the Board of Directors directed management to purchase a building for expanding the Community Support Program that serves the adult population and to utilize available cash to make the acquisition and complete the necessary renovations.

Investment income (losses) consisted of the following at June 30,:

	<u>2016</u>	<u>2015</u>
Interest and dividends	\$ 223,114	\$ 323,519
Realized gains (losses)	(101,451)	177,491
Unrealized gains (losses)	(141,979)	(489,247)
Fee expenses	(40,956)	(39,433)
Returns from BIS	<u>(4,584)</u>	<u>7,500</u>
 TOTAL	 <u>\$ (65,856)</u>	 <u>\$ (20,170)</u>

Riverbend Community Mental Health, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2016

NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2016. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	<u>2016</u>	<u>2015</u>
Land	\$ 953,387	\$ 496,287
Buildings	14,738,079	11,702,536
Leasehold Improvements	351,960	351,960
Furniture and Fixtures	3,320,575	3,061,169
Equipment	1,122,203	1,028,013
Software licenses	<u>14,153</u>	<u>-</u>
	20,500,357	16,639,965
Accumulated Depreciation	<u>(9,689,899)</u>	<u>(9,026,168)</u>
 NET BOOK VALUE	 <u>\$ 10,810,458</u>	 <u>\$ 7,613,797</u>

Riverbend Community Mental Health, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2016

NOTE 7 OTHER INVESTMENTS

Behavioral Information System

Riverbend entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the joint venture, Riverbend invested \$52,350 for a 50% interest in Behavioral Information Systems (BIS).

The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating income for the year has been reflected on the books of Riverbend.

During the years June 30, 2016 and 2015, Riverbend paid BIS \$57,488 and \$27,048, respectively, for software support and services.

BIS owed Riverbend \$36,303 and \$32,194 at June 30, 2016 and 2015, respectively.

NOTE 8 OTHER ASSETS

Bond Issuance Costs

The organization incurred bond issuance costs totaling \$601,637. These costs are being amortized over the life of the related obligation – 30 years. The net remaining unamortized costs were \$396,738 and \$424,727 at June 30, 2016 and 2015, respectively.

NOTE 9 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30,:

	<u>2016</u>	<u>2015</u>
Mortgage payable, \$206,500 note dated 12/9/99. Interest at 4.5%. Monthly payments of principal and interest of \$1,047. Matures December 2029. Secured by building.	\$ 126,272	\$ 132,989
Mortgage payable, \$105,350 note dated 2/17/00, secured by Kendall St. property. Interest at 0.0%, annual principal payments of \$5,268 are fully forgiven. The obligation does not have to be repaid if the Agency meets certain requirements regarding use of the property.	16,241	21,509
Mortgage payable, \$175,842 note dated 1/30/03, secured by Pleasant St. property. Interest at 0.0%, annual principal payments of \$8,792 are fully forgiven. The obligation does not have to be repaid if the Agency meets certain requirements regarding use of the property.	57,149	65,942

Riverbend Community Mental Health, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2016

NOTE 9 LONG-TERM DEBT (continued)

	<u>2016</u>	<u>2015</u>
Bond payable, TD Banknorth dated February 2003, interest at a fixed rate of 3.06% with annual debt service payments of varying amounts ranging from \$55,000 in July 2004 to \$375,000 in July 2034. Matures July 2034. The bond is subject to various financial covenant calculations.	3,610,000	3,745,000
Note payable, City of Concord, \$24,371 note dated August 2011. Monthly payments of principal and interest of \$438 at 3% interest. Matures August 2016.	882	6,018
Note payable, New Hampshire Health and Education Facilities Authority, \$100,000 note dated January 2013. Monthly payments of principal and interest of \$1,709 at 1% interest. Matures January 2018.	32,205	52,284
Bond payable, NHHEFA dated July 2008, interest at a fixed rate of 3.435% through a swap agreement expiring 7/1/2018, annual debt service payments of varying amounts ranging from \$45,000 in July 2012 to \$475,000 in July 2038. Matures July 2038. The bond is subject to various financial covenant calculations.	<u>3,500,000</u>	<u>3,540,000</u>
	7,342,749	7,563,742
Less: Current Portion	<u>(227,232)</u>	<u>(220,995)</u>
	<u>\$ 7,115,517</u>	<u>\$ 7,342,747</u>

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:

<u>June 30,</u>	<u>Amount</u>
2017	\$ 227,232
2018	223,319
2019	221,735
2020	227,257
2021	237,189
Thereafter	<u>6,206,017</u>
	<u>\$ 7,342,749</u>

Riverbend has an irrevocable direct pay letter of credit which is associated with the 2008 bond. The letter of credit is for the favor of the Trustee of the bond for the benefit of the bond holders under the bond indenture dated July 1, 2008. The letter is for \$4,100,000 and expires July 23, 2018.

Riverbend Community Mental Health, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2016

NOTE 10 DEFERRED INCOME

	<u>2016</u>	<u>2015</u>
Concord Hospital	\$ 75,930	\$ 77,874
Miscellaneous Grants	65,448	\$ 54,855
DHHS - BBH Grant	<u>-</u>	<u>8,945</u>
TOTAL DEFERRED INCOME	<u>\$ 141,378</u>	<u>\$ 141,674</u>

NOTE 11 LINE OF CREDIT

As of June 30, 2016, Riverbend had available a line of credit with an upper limit of \$1,500,000. At that date no borrowings were outstanding against the line of credit. These funds are available with an interest rate of TD Bank, N.A. base rate plus .25%, adjusted daily. This line of credit is secured by all accounts receivable of the company and is due on demand. The next review date will be February 28, 2017 and the decision to review the line of credit will be at the sole discretion of the lender.

NOTE 12 RELATED PARTY

Penacook Assisted Living Facility, Inc., an affiliate, owed Riverbend various funds at year end.

The balance is comprised of the following at June 30,:

	<u>2016</u>	<u>2015</u>
Ongoing management and administrative services, recorded in other accounts receivable	<u>13,189</u>	<u>16,318</u>
	<u>\$ 13,189</u>	<u>\$ 16,318</u>

Riverbend collected \$81,053 and \$79,216 for property management services and \$63,385 and \$63,786 for contracted housekeeping services from the affiliate during the years ended June 30, 2016 and 2015, respectively.

NOTE 13 EMPLOYEE BENEFIT PLAN

Riverbend makes contributions to a 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the years ended June 30, 2016 and 2015, such contributions were \$185,772 and \$164,136, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 14 OPERATING LEASES

Riverbend leases operating facilities from various places. The future minimum lease payments are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2017	\$ 26,981
2018	27,422
2019	27,876
2020	28,344
2021	<u>28,826</u>
	<u>\$ 139,449</u>

Total rent expense for the years ended June 30, 2016 and 2015 was \$40,127 and \$41,137, respectively.

NOTE 15 RESTRICTED CASH

As of June 30, 2016 and 2015, Riverbend had restricted cash of \$-0- and \$598,737, respectively, included in current assets. This amount represents funds contractually obligated to as part of the capitation arrangement with the managed care organizations.

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through August 26, 2016, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2016, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2016, with
Comparative Totals for 2015

	2016 Total	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Restorative Partial Hospital	RCA, 5 West (Non-Eligibles)	ACT Team
PROGRAM SERVICE FEES								
Net Client Fees	\$ 392,114	\$ -	\$ 392,114	\$ 83,239	\$ 1,962	\$ 5,671	\$ 214,243	\$ 3,753
HMO's	950,496	-	950,496	245,202	54,328	-	453,811	12,272
Blue Cross/Blue Shield	380,049	-	380,049	117,649	20,432	-	179,862	2,304
Medicaid	14,757,489	-	14,757,489	4,163,384	200,205	626,182	562,567	743,658
Medicare	735,945	-	735,945	-	1,107	9,288	337,325	23,013
Other Insurance	654,129	-	654,129	130,830	32,257	6,950	389,900	4,765
Other Program Fees	541,523	-	541,523	67,586	-	-	79,973	413
PROGRAM SALES								
Service	3,086,924	-	3,086,924	-	965,232	-	1,321,177	-
PUBLIC SUPPORT								
United Way	67,671	-	67,671	-	39,879	-	15,000	-
Local/County Govt.	4,000	-	4,000	4,000	-	-	-	-
Donations/Contributions	145,214	-	145,214	12,065	-	-	22,750	-
Other Public Support	400,539	35,219	365,320	21,718	72,535	1,217	200,970	-
DCYF	163	-	163	-	-	-	-	163
FEDERAL FUNDING								
Other Federal Grants	247,276	-	247,276	4,473	-	-	48,311	9,473
PATH	36,250	-	36,250	-	-	-	-	-
IN-KIND DONATIONS	170,784	-	170,784	5,200	-	-	-	-
OTHER REVENUES	64,744	8,362	56,382	5,082	130	-	1,385	159
BBH	1,800,755	-	1,800,755	2,510	7,708	-	280	365,294
	<u>24,436,065</u>	<u>43,581</u>	<u>24,392,484</u>	<u>4,862,938</u>	<u>1,395,775</u>	<u>649,308</u>	<u>3,827,554</u>	<u>1,165,267</u>
TOTAL PROGRAM REVENUES	<u>\$ 24,436,065</u>	<u>\$ 43,581</u>	<u>\$ 24,392,484</u>	<u>\$ 4,862,938</u>	<u>\$ 1,395,775</u>	<u>\$ 649,308</u>	<u>\$ 3,827,554</u>	<u>\$ 1,165,267</u>

Multi-Service Team	Mobile Crisis	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	RCMH Mgmt. Services (Non-BBH)	Child Impact Program (Non-BBH)	In-Shape (Non-BBH)	Integrated Care (Non-BBH)	2015
\$ 14,835	\$ 35,349	\$ 23,231	\$ 6,085	\$ 452	\$ -	\$ -	\$ 3,042	\$ 252	\$ 486,771
152,450	32,433	-	-	-	-	-	-	-	791,047
45,266	14,536	-	-	-	-	-	-	-	344,256
6,084,720	105,684	598,502	429,068	1,061,088	-	-	181,792	639	14,906,351
355,084	10,128	-	-	-	-	-	-	-	767,392
68,954	20,473	-	-	-	-	-	-	-	562,534
22,293	-	128,028	-	211,753	-	31,262	-	215	502,322
50,758	-	-	(65,650)	-	815,407	-	-	-	2,607,186
-	-	-	-	-	12,792	-	-	-	68,750
-	-	-	-	-	-	-	-	-	3,999
32,600	-	139	-	5,109	60,051	-	5,000	7,500	141,913
34,545	25,515	419	-	-	-	1,626	6,775	-	191,063
-	-	-	-	-	-	-	-	-	593
-	-	-	-	-	-	-	34,392	150,627	88,680
-	-	-	-	36,250	-	-	-	-	36,250
-	-	144,886	-	20,698	-	-	-	-	170,784
3,061	722	-	-	50	45,771	-	22	-	129,602
2,973	1,421,990	-	-	-	-	-	-	-	396,771
<u>6,867,539</u>	<u>1,666,830</u>	<u>895,205</u>	<u>369,503</u>	<u>1,335,400</u>	<u>934,021</u>	<u>32,888</u>	<u>231,023</u>	<u>159,233</u>	<u>22,196,264</u>
<u>\$ 6,867,539</u>	<u>\$ 1,666,830</u>	<u>\$ 895,205</u>	<u>\$ 369,503</u>	<u>\$ 1,335,400</u>	<u>\$ 934,021</u>	<u>\$ 32,888</u>	<u>\$ 231,023</u>	<u>\$ 159,233</u>	<u>\$ 22,196,264</u>

Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2016, with
Comparative Totals for 2015

	2016 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Restorative Partial Hospital	RCA, 5 West (Non-Eligibles)	ACT Team
PERSONNEL COSTS								
Salary & Wages	\$ 15,235,356	\$ 1,037,526	\$ 14,197,830	\$ 2,897,590	\$ 884,245	\$ 248,784	\$ 2,637,137	\$ 718,341
Employee Benefits	2,988,887	232,702	2,756,185	679,857	127,960	92,815	260,048	226,618
Payroll Taxes	1,087,196	73,178	1,014,018	211,773	62,859	18,443	171,933	50,348
PROFESSIONAL FEES								
Substitute Staff	279,567	12,900	266,667	1,875	-	-	46,952	-
Accounting	40,300	40,300	-	-	-	-	-	-
Legal Fees	11,507	11,507	-	-	-	-	-	-
Other Prof. Fees/Consul.	1,025,521	164,224	861,297	18,017	1,955	39,386	82,644	9,726
STAFF DEV. & TRAINING								
Journals & Pub.	9,094	1,275	7,819	1,862	24	170	2,863	22
Conferences and Conv.	72,713	15,398	57,315	16,856	1,535	334	4,768	2,794
OCCUPANCY COSTS								
Rent	61,744	12,574	49,170	10,615	909	2,002	18,234	1,361
Heating Costs	54,017	10,617	43,400	4,642	401	907	3,715	2,441
Other Utilities	173,962	34,235	139,727	19,842	989	4,726	11,607	8,982
Maintenance and Repairs	133,139	20,301	112,838	14,663	4,385	2,774	11,471	6,340
Taxes	5,384	-	5,384	-	-	-	-	-
Other Occupancy Costs	80,145	20,000	60,145	5,472	3,067	2,019	12,023	283
CONSUMABLE SUPPLIES								
Office	253,679	82,641	171,038	36,291	7,390	2,784	34,002	8,867
Building/Household	45,229	6,162	39,067	6,975	1,266	2,515	2,461	2,303
Educational/Training	26,492	413	26,079	21,238	-	-	768	1,645
Food	81,880	12,678	69,202	5,203	1,214	22,225	6,583	751
Medical	8,151	935	7,216	45	355	-	2,118	207
ADVERTISING	73,151	35,166	37,985	5,366	2,942	577	5,388	1,040
PRINTING	43,920	19,161	24,759	3,146	199	96	10,777	556
TELEPHONE/								
COMMUNICATIONS	223,077	39,363	183,714	27,151	23,723	4,764	17,802	12,641
POSTAGE/SHIPPING	22,660	7,183	15,477	3,459	1,464	724	1,614	618
TRANSPORTATION								
Staff	338,700	47,492	291,208	88,070	332	383	3,424	25,097
Clients	24,399	2,671	21,728	2,666	-	13,110	-	-
INSURANCE								
Malpractice and Bonding	186,801	12,841	173,960	34,166	31,479	7,679	18,384	4,970
Vehicles	11,904	1,436	10,468	1,612	-	5,891	-	-
Comp. Property & Liab.	17,578	562	17,016	3,357	2,812	879	1,951	528
INTEREST EXPENSE	306,908	135,860	171,048	50,497	3,469	20,671	34,714	5,404
IN-KIND EXPENSE	170,784	-	170,784	5,200	-	-	-	-
DEPRECIATION AND								
AMORTIZATION	694,882	123,681	571,201	122,553	31,319	21,758	73,359	41,385
EQUIPMENT MAINTENANCE	22,777	7,851	14,926	1,812	637	1,101	2,535	653
MEMBERSHIP DUES	37,563	29,908	7,655	314	365	-	2,991	-
OTHER EXPENDITURES	125,814	52,421	73,393	23,602	6,041	6,710	3,491	2,213
TOTAL EXPENSES	23,974,881	2,305,162	21,669,719	4,325,787	1,203,336	524,227	3,485,757	1,136,134
ADMIN ALLOCATION	-	(2,261,582)	2,261,577	463,871	129,040	56,215	373,712	121,832
TOTAL PROGRAM EXPENSES	23,974,881	43,580	23,931,296	4,789,658	1,332,376	580,442	3,859,469	1,257,966
SURPLUS/(DEFICIT)	\$ 461,184	\$ 1	\$ 461,188	\$ 73,280	\$ 63,399	\$ 68,866	\$ (31,915)	\$ (92,699)

Multi-Service Team	Mobile Crisis	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	RCMH Mgmt. Services (Non-BBH)	Child Impact Program (Non-BBH)	In-Shape (Non-BBH)	Integrated Care (Non-BBH)	2015
\$ 4,049,032	\$ 823,053	\$ 406,386	\$ -	\$ 657,200	\$ 587,186	\$ 24,195	\$ 153,544	\$ 111,137	\$ 13,366,413
900,810	85,213	102,020	-	163,049	65,849	665	41,509	9,772	3,003,924
294,543	60,834	30,336	-	49,354	41,900	1,764	11,772	8,159	965,440
217,840	-	-	-	-	-	-	-	-	529,358
-	-	-	-	-	-	-	-	-	40,820
-	-	-	-	-	-	-	-	-	10,178
31,001	17,222	558	617,240	1,941	-	1,747	12,255	27,605	736,735
1,279	38	1,022	-	539	-	-	-	-	4,973
22,139	4,493	966	-	1,935	-	-	1,313	182	43,595
993	956	-	-	-	-	3,300	10,800	-	62,754
12,803	1,115	-	-	16,606	-	-	505	265	58,238
41,121	1,970	11,108	-	36,223	-	-	1,123	2,036	147,634
37,128	5,033	7,217	-	21,317	-	-	1,188	1,322	126,668
-	-	-	-	5,384	-	-	-	-	5,281
7,051	25,324	1,119	-	2,449	-	-	133	1,205	-
55,660	10,627	5,865	-	6,949	9	-	1,208	1,386	222,259
9,693	1,117	5,901	-	6,030	-	-	372	434	49,480
1,697	106	-	-	124	-	434	-	67	28,029
7,832	4,509	17,006	-	3,203	-	-	386	290	60,207
2,594	739	349	-	255	-	-	-	554	4,538
14,200	4,203	707	-	1,221	-	-	144	2,197	52,619
5,255	3,956	133	-	236	-	-	98	307	49,071
53,549	18,517	11,731	-	11,508	-	-	699	1,629	174,635
4,780	476	420	-	1,287	323	8	145	159	25,347
160,927	1,308	1,610	-	8,831	3	-	752	471	317,593
683	231	2,375	-	1,253	63	-	1,347	-	30,979
56,141	-	9,941	-	9,623	-	-	1,577	-	160,982
-	-	1,628	-	1,318	19	-	-	-	14,628
4,939	352	1,055	-	967	-	-	176	-	17,578
9,517	8,187	-	-	26,168	-	-	12,421	-	294,538
-	-	144,886	-	20,698	-	-	-	-	170,784
90,704	92,210	9,057	-	71,560	-	-	17,296	-	629,829
3,622	69	2,647	-	926	-	-	698	226	26,166
3,705	-	157	-	123	-	-	-	-	33,322
22,327	4,694	1,555	-	1,342	-	552	757	109	112,485
6,123,565	1,176,552	777,755	617,240	1,129,619	695,352	32,665	272,218	169,512	21,577,080
656,661	126,167	83,402	7,200	121,135	74,566	1,633	29,192	16,951	-
6,780,226	1,302,719	861,157	624,440	1,250,754	769,918	34,298	301,410	186,463	21,577,080
\$ 87,313	\$ 364,111	\$ 34,048	\$ (254,937)	\$ 84,646	\$ 164,103	\$ (1,410)	\$ (70,387)	\$ (27,230)	\$ 619,184

Riverbend Community Mental Health, Inc.
ANALYSIS OF DHHS-BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2016

	<u>Beginning Receivables (Deferred)</u>	<u>Revenues</u>	<u>Receipts</u>	<u>Pass Thru to other Agencies</u>	<u>Ending Receivables (Deferred)</u>
Contract Year, June 30, 2015	\$ (8,945)	\$ 1,933,653	\$ (1,763,685)	\$ -	\$ 161,023

Analysis of Receipts:

BBH & Federal Fund Payments	
9/11/15	\$ 692
9/15/15	42,470
9/28/15	35,218
10/1/15	3,932
10/15/15	6,606
10/26/15	83,363
10/30/15	12,314
11/6/15	99,124
12/7/15	51,960
12/23/15	6,973
12/31/15	121,208
12/31/15	3,564
1/4/16	41,573
1/25/16	120,793
2/16/16	134,422
2/18/16	401
3/22/16	118,894
4/16/16	179,918
4/26/16	51,636
5/17/16	167,431
6/16/16	110,234
6/21/16	118,344
6/22/16	17,008
6/27/16	169,255
7/19/16	<u>66,352</u>
	<u>\$ 1,763,685</u>

Riverbend Community Mental Health, Inc.
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2016

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances & Discounts</u>	<u>Bad Debts and Other Charges</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
Client fees	\$ 362,115	\$ 2,933,321	\$ (2,540,864)	\$ 404,026	\$ (525,185)	\$ 633,413
Blue Cross/Blue Shield	33,802	587,373	(207,325)	4,876	(361,698)	57,028
Medicaid	706,161	21,055,920	(6,298,782)	349,503	(14,347,646)	1,465,156
Medicare	155,770	1,001,371	(265,427)	41,491	(752,580)	180,625
Other insurance	168,417	2,316,446	(711,820)	34,154	(1,540,812)	266,385
Other program fees	<u>(497)</u>	<u>542,468</u>	<u>(946)</u>	<u>(200,345)</u>	<u>(337,998)</u>	<u>2,682</u>
TOTALS	<u>\$ 1,425,768</u>	<u>\$ 28,436,899</u>	<u>\$ (10,025,164)</u>	<u>\$ 633,705</u>	<u>\$ (17,865,919)</u>	<u>\$ 2,605,289</u>

**Riverbend Community Mental Health, Inc.
Board of Directors**

<p>Meg Miller, Chair Executive Director, Peabody Home 24 Peabody Place Franklin, NH 03235</p>	<p>Phone: (B) 934-3718 (H) 783-4538 Cell Phone: 387-1366 Email: mmiller@peabodyhome.org</p>
<p>John Duval, Secretary [Redacted]</p>	<p>[Redacted]</p>
<p>Peter Evers, President/CEO, Ex Officio 3 No. State Street PO Box 2032 Concord, NH 03301</p>	<p>Phone: (B) 226-7505 x3231 Fax: 228-0253 pevers@riverbendcmhc.org</p>
<p>Andrea Beaudoin, Assistant Secretary 3 No. State Street PO Box 2032 Concord, NH 03301</p>	<p>Phone: (B) 226-7505 x3228 Fax: 228-0253 acovell@riverbendcmhc.org</p>
<p>Bijoux Bahati [Redacted]</p>	<p>[Redacted]</p>
<p>John Barthelmes, Commissioner Department of Safety 330 Hazen Drive Concord, NH 03301</p>	<p>Phone: (B) 271-2791 Email: john.barthelmes@dos.nh.gov</p>
<p>Peg Blume [Redacted]</p>	<p>[Redacted]</p>
<p>Frank Boucher, Senior Vice President, Finance Northeast Delta Dental PO Box 2002 Concord, NH 03302-2002</p>	<p>Phone: (B) 223-1363 Email: fboucher@nedelta.com</p>
<p>David Cawley [Redacted]</p>	<p>[Redacted]</p>
<p>Leslie Combs [Redacted]</p>	<p>[Redacted]</p>
<p>Christopher Eddy [Redacted]</p>	<p>[Redacted]</p>

Travis Harker, MD, MPH

John Hastings

Randy Hayes

Lucy Hodder

Bhagirath Khatiwada

Karen Levchuk

Jill Savage

Carol Sobelson, MS, LICSW
Capital Valley Counseling Associates, Inc.
8 Centre Street
Concord, NH 03301

Leslie Walker, CPA
Mason + Rich
6 Bicentennial Square
Concord, NH 03301

Robert Steigmeyer, *Ex Officio*
CEO, Concord Hospital
250 Pleasant Street
Concord, NH 03301

Pho
Email: bsteg

Peter John Evers

Employment History

October 2013- Present	Riverbend Community Mental Health, Inc. President/CEO Vice President for Behavioral Health at Concord Hospital Manage \$22 million mental health agency with 300 employees serving children, families and adults with outpatient, inpatient and residential services. Manage 15 bed inpatient psychiatric unit and emergency psychiatric services at Concord Hospital. Board member for Capital Region Health Care. Program development with the New Hampshire Division of Behavioral Health to design new initiatives to better serve the community. Work with state and local government committees to advise legislators on the mental health needs of the community.	Concord, NH
April 2010- October 2013	The Home for Little Wanderers Vice President, Program Operations Responsible for the operations of all The Home's programs in Eastern Mass. 600 Employees 20 Programs and a budget of \$32 Million. <i>Achievements:</i> Part of a team that has brought financial stability to the program side of the organization during very difficult times for non profits. Turned a small surplus last 2 Financial Years. Diversified programmatic continuum of services and revenues streams to ensure that the agency is not reliant on revenue from large single sources.	Boston MA
February 2007 - April 2010	Department of Mental Health, Southeastern Area Area Director Responsibility and oversight of 1,300 employees and a budget of \$112M to provide services to the mentally ill in Southeastern Mass. Region. Oversight of 3 hospitals and 7 community-based mental health centers providing an array of inpatient acute and outpatient services to people with mental illness. Management of all contracts with private sector providers in South Eastern Massachusetts	Brockton, MA
January 2004 - February 2007	Boston Emergency Services Team Clinical Director Responsible for clinical oversight of psychiatric crisis intervention services for the City of Boston. Supervision of 5 components of service delivery with a mission to place those with psychiatric illness in appropriate services and levels of care.	Boston, MA
February 2003 - March 2004	Dimock Community Health Center Vice President, Behavioral Health Responsible for administration of the Behavioral Health Cluster at Dimock which is the largest of all of the cluster providers in the Health Center, which employs 700 individuals in the Roxbury/Dorchester Area. The Behavioral Health Cluster has a budget of over \$10 million and employs in the region of 200 people. Programs include Emergency Psychiatric Evaluation, MR Residential, Addictions and Recovery Residential and Outpatient Programs and Mental Health Outpatient Programs.	Roxbury, MA
December 1998 - February 2003	Boston Emergency Services Team Director of Acute Care Services Responsible for clinical and administrative operations for Dimock Community Health Center's Emergency Psychiatric Crisis Team, covering the areas of Dorchester, Roxbury and South Boston. Responsible for 24-hour coverage and response to requests for psychiatric evaluations in the community, residential group homes and hospital emergency rooms. Responsible for a budget in excess of \$3 million. Duties also included the running of a 30 bed Detoxification Unit in Roxbury. Responsible for budgets, hiring and firing of staff, performance improvement and utilization review.	Boston, MA
January 1998 - December 1998	Department of Social Services Area Director As the Director of State Child Protection office covering 10 towns north of Boston with 100 employees, responsible for all cases of child protection and all budgetary matters. The office has a caseload of some 700 families and a foster care, home based and residential budget of over \$2 million. Oversaw child protection, adoption, substitute care residential care, community based initiatives, negotiation of all	Malden, MA

contracts with collateral agencies, responsibility for all personnel matters within the office and responsibility for all report and proposal writing within the office, including the proposal for the Multi-Disciplinary Treatment team, recruitment and set up.

December 1995 - January 1998	Department of Social Services Area Program Manager	Roxbury, MA
April 1995 - January 1993	Boston Emergency Services Team Psychiatric Crisis Clinician; Overnight shifts.	Boston, MA
November 1993 - December 1995	Department of Social Services Assessment Supervisor.	Roxbury, MA
July 1992 - November 1993	Roxbury Multi-Service Center Program Director.	Dorchester, MA
September 1990 - July 1992	Department of Social Services Assessment Worker	Allston, MA
June 1988 - August 1990	London Borough of Newham Social Services Department Social Worker working with children in long term care.	London

Education History

1986-1988: University Of Kent at Canterbury, England
M.S.W. Specializing in Psychology, Sociology, Social Policy and Psychotherapy.

1979-1983: Sheffield Hallam University, Sheffield, England.
B.A. [with Honors] Economics and Business Studies.
Specializing in Human Resource Management.

Additional Qualification

C.Q.S.W. British Social Work License
L.I.C.S.W. #1031376
LADC1 #1059

Committees/Boards

Board Member: Massachusetts Association for Mental Health
Member: Statewide Committee to Reduce Emergency Room Volume 2007-2010
Member: Boston Public Health Commission; Project Launch for Children/My Child

References

Available Upon Request.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: RIVERBEND COMMUNITY MENTAL HEALTH, INC.

Name of Program: NHDHHS-Division of Behavioral Health

BUDGET PERIOD: SFY 18				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Peter Evers	President/CEO	\$213,017	2.38%	\$5,061.92
Allan M. Moses	Sr. VP/CFO	\$137,891	5.35%	\$7,372.58
Bret Longgood	Sr. VP/COO	\$137,891	5.94%	\$8,191.76
Oswaldo Evangelista	Medical Director	\$242,000	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$20,626.26

BUDGET PERIOD: SFY 19				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Peter Evers	President/CEO	\$217,277	2.38%	\$5,163.16
Allan M. Moses	Sr. VP/CFO	\$140,649	5.35%	\$7,520.03
Bret Longgood	Sr. VP/COO	\$140,649	5.94%	\$8,355.59
Oswaldo Evangelista	Medical Director	\$246,840	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$21,038.78

Subject: Mental Health Services (SS-2018-DBH-01-MENTA-05)

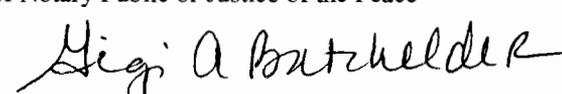
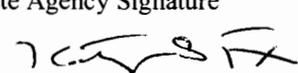
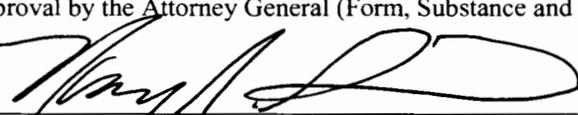
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Family Services		1.4 Contractor Address 64 Main Street, 2nd floor Keene, NH 03431	
1.5 Contractor Phone Number 603-357-4400	1.6 Account Number 05-95-92-922010-[4117, 4121, 2053]; 05-95-42-421010-2958; 05-95-42-423010-7926	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$806,720
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 PHILIP WYZIK CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>5-31-17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> [Seal]  </div> <div style="width: 55%; text-align: right;"> GIGI A. BATCHELDER, Notary Public My Commission Expires June 4, 2019 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Gigi A. Batchelder</u> <u>Notary Public</u>			
1.14 State Agency Signature  Date: <u>6/8/17</u>		1.15 Name and Title of State Agency Signatory <u>Krista S. Fox, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/13/2017</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.

Contractor Initials RFW
Date 5-31-17



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 provide:
 - 3.1.1. Emergency services as required by He-M 403.06 and He-M 426.09;
 - 3.1.2. 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. Individuals shall also be assessed for Assertive Community Treatment.



Exhibit A

- 3.2. In the event that the Contractor's staff is not privileged or credentialed to provide treatment in hospitals within their region, the Contractor shall apply for such privileges and credentials. The Contractor shall report to DHHS if the application is denied. Upon DHHS request, the Contractor shall collaborate with DHHS and the applicable hospital to resolve outstanding credentialing issues. Every six months, the Contractor shall report to DHHS the number of the Contractor's credentialed staff by hospital.
- 3.3. The Contractor shall provide services to individuals waiting in emergency departments in a manner that is consistent with the implementation of the NH Building Capacity for Transformation, Section 1115 Medicaid Waiver – NH's DSRIP waiver, including but not limited to:
 - 3.3.1. 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, and in accordance with the applicable timelines, reporting and oversight, etc. specified in such plans.
- 3.4. The Contractor shall report the outcome of 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.
- 3.5. Individuals who are deemed to meet the criteria for an Involuntary Emergency Admission shall be presumed eligible for mental health services under He-M 426. The Contractor shall complete the DHHS-provided Emergency Room Presumptive Eligibility Form, in order to bill for services.

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 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.



Exhibit A

- 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.
- 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.
- 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 (APRTP).
- 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.

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;



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- 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.



Exhibit A

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.



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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 Glencliff 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 Glencliff 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.



Exhibit A

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

- 23.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have SMI, or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- 23.2. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- 23.3. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 23.4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services (BHHS).
- 23.5. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 23.6. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 23.7. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

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

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



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

CFDA #: 93.778
Federal Agency: 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:



Exhibit B

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.

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
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$132,590	\$132,590
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000
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
Projects For Assistance In Transition From Homelessness (PATH) Services	\$ 37,000	\$ 37,000
Total	\$401,360	\$405,360

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.



Exhibit B

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. 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.
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: SFY _____ BUDGET

	Total Agency	Total Administration	Total Programs	Maintenance	Children & Adolescents	Older Adult Services	Intake	Emergency Services/Assessment	Brief/DRF	Intensive Partial Hospital	Restorative Partial Hospital
	180	101	102	103	104	106	107	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. Alc/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 MHSJP	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
480 BBH											
481 Bur. of Behavioral Health	0	0	0	0	0	0	0	0	0	0	0
482 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



SPECIAL PROVISIONS

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

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



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department 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.



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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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.

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Exhibit C-1

- 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.

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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.



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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.

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Exhibit C-1

- 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.

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Exhibit C-1

- 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.

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Exhibit C-1

- 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.



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:

5/31/17
Date

Philip F. Leggett
Name:
Title: CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

5/31/17
Date

Philip Wynn
Name: CEO
Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5/31/17
Date

Philip W. [Signature]
Name:
Title: CEO



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

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

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

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

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

Exhibit G

Contractor Initials

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



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

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

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

Contractor Name:

5/31/17
Date

Philip Wyzar
Name:
Title: CEO

Exhibit G

Contractor Initials OPW

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/31/17
Date

Philip Lynch
Name:
Title: CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/8/17
Date

Meredith Family Services
Name of the Contractor

Philip Wyzik
Signature of Authorized Representative

PHILIP WYZIK
Name of Authorized Representative

CEO
Title of Authorized Representative

5-31-17
Date



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

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

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

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

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

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

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

Contractor Name:

5/31/17
Date

Phil Hopper
Name:
Title: CEO



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: 073966699
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

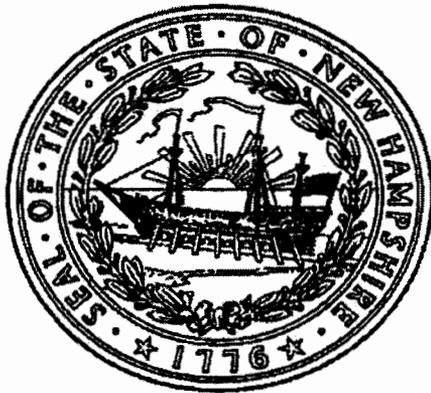
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 1924. 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: 62930



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Monadnock Family 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 May 31, 2017:
(Date)

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 31st day of May, 2017.
(Date Contract Signed)

4. Philip Wyzik is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jane G. Larmon
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 31 day of May, 2017.

By Jane Larmon
(Name of Elected Officer of the Agency)

Gigi Batchelder
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

GIGI A. BATCHELDER, Notary Public
My Commission Expires June 4, 2019

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2017

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

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

PRODUCER Masiello Insurance Agency 69-A Island Street, Suite 1 Keene NH 03431	CONTACT NAME: Donna Croteau, AAI, President	
	PHONE (A/C, No, Ext): (603) 283-1834	FAX (A/C, No): (603) 297-6616
E-MAIL ADDRESS: donnac@masiello.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: American States Ins Co - NIF		0207
INSURER B: Peerless/Liberty Mutual		24198
INSURER C: General Ins Co of America - NIF		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 17-18 NIF; 16-17 LM **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	01CI68041340	1/23/2017	1/23/2018	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> AI per written contract <input checked="" type="checkbox"/> Employees/Volunteers AI						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			BA9097814	7/19/2016	7/19/2017	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						Uninsured Motorists - BI \$ 1,000,000
A	UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE			01SU41753870	1/23/2017	1/23/2018	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC9014927	7/19/2016	7/19/2017	E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability						Each Occurrence 1,000,000
	Occurrence Form			HLP7767493Q	1/23/2017	1/23/2018	Aggregate limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 All licensed staff, clinicians, except for doctors/psychiatrists are covered under the Monadnock Family Services policies while employed at Monadnock Family Service. This Professional Liability provides Contingent Coverage for Monadnock Family Services for "actions of the doctor/psychiatrist" named in the suit. Primary coverage for the doctor/psychiatrist is not provided however is verified to be elsewhere.

CERTIFICATE HOLDER slawrence@dhhs.state.nh.us 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 D Croteau, President/ <i>Donna Croteau</i>

Monadnock Family Services, Inc.

Mission, Vision and Values

Mission

Our mission is to be a source of health and hope for people and the communities in which they live, particularly as it pertains to mental illness. We create services that heal, education that transforms, and advocacy that brings a just society for everyone.

Vision

MFS strives for respectful community response to the needs of citizens with mental illness and other behavioral disorders. Individuals and families will have access to support services and opportunities necessary to pursue a life course of their choosing.

Values in Action

- Respect: courteous regard toward all
- Excellence: exceed expectations in all areas of service
- Access: timely and affordable care
- Innovation: pursuit of better care through creativity
- Inclusion: full integration into community life
- Learning: empowerment through knowledge
- Collaboration: achieving goals through alliances
- Independence: freedom to achieve self-determination

Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**FOR THE YEARS ENDED
JUNE 30, 2016 AND 2015
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

MONADNOCK FAMILY SERVICES, INC.

JUNE 30, 2016

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To the Board of Directors of
Monadnock Family Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Monadnock Family Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2016 and 2015, 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, 2016.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services, Inc. as of June 30, 2016 and 2015, and its cash flows for the years then ended, and the changes in its nets assets for the year ended June 30, 2016 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Monadnock Family Services, Inc.'s June 30, 2015 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 1, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 17 - 19 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.

*Leone, McDonnell & Roberts
Professional Association*

October 21, 2016
Wolfeboro, New Hampshire

MONADNOCK FAMILY SERVICES, INC.**STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2016 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION****ASSETS**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
CURRENT ASSETS					
Cash and equivalents	\$ 283,965	\$ 76,453	\$ -	\$ 360,418	\$ 587,221
Accounts receivable:					
Client fees	240,806	-	-	240,806	303,453
Medicaid and Medicare	413,369	-	-	413,369	427,009
Insurance	97,164	-	-	97,164	69,783
Other	19,843	-	-	19,843	28,029
Allowance for doubtful accounts	(364,263)	-	-	(364,263)	(397,985)
Prepaid expenses	48,317	-	-	48,317	63,756
Total current assets	<u>739,201</u>	<u>76,453</u>	<u>-</u>	<u>815,654</u>	<u>1,081,266</u>
PROPERTY					
Furniture, fixtures and equipment	485,342	-	-	485,342	458,877
Vehicles	132,658	-	-	132,658	132,658
Building and leasehold improvements	101,883	-	-	101,883	120,171
Total	719,883	-	-	719,883	711,706
Less accumulated depreciation	<u>552,379</u>	<u>-</u>	<u>-</u>	<u>552,379</u>	<u>484,509</u>
Property, net	<u>167,504</u>	<u>-</u>	<u>-</u>	<u>167,504</u>	<u>227,197</u>
OTHER ASSETS					
Due from affiliates	16,661	-	-	16,661	119,198
Interest in net assets of Foundation	<u>361,352</u>	<u>141,272</u>	<u>81,214</u>	<u>583,838</u>	<u>596,504</u>
Total other assets	<u>378,013</u>	<u>141,272</u>	<u>81,214</u>	<u>600,499</u>	<u>715,702</u>
Total assets	<u>\$ 1,284,718</u>	<u>\$ 217,725</u>	<u>\$ 81,214</u>	<u>\$ 1,583,657</u>	<u>\$ 2,024,165</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES					
Demand notes payable	\$ 150,000	\$ -	\$ -	\$ 150,000	\$ 100,000
Current portion of capital lease obligations	-	-	-	-	4,771
Accounts payable	97,126	-	-	97,126	140,504
Due to State of New Hampshire	-	-	-	-	17,387
Accrued salaries, wages, and related expenses	303,578	-	-	303,578	507,858
Other current liabilities	46,084	-	-	46,084	35,988
Total current liabilities	<u>596,788</u>	<u>-</u>	<u>-</u>	<u>596,788</u>	<u>806,508</u>
NET ASSETS					
Unrestricted	687,930	-	-	687,930	915,790
Temporarily restricted	-	217,725	-	217,725	220,653
Permanently restricted	-	-	81,214	81,214	81,214
Total net assets	<u>687,930</u>	<u>217,725</u>	<u>81,214</u>	<u>986,869</u>	<u>1,217,657</u>
Total liabilities and net assets	<u>\$ 1,284,718</u>	<u>\$ 217,725</u>	<u>\$ 81,214</u>	<u>\$ 1,583,657</u>	<u>\$ 2,024,165</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2016 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
CHANGES IN NET ASSETS					
Public support and revenue					
Program service fees	\$ 8,003,066	\$ -	\$ -	\$ 8,003,066	\$ 7,826,086
Federal funding	522,943	-	-	522,943	526,219
Donations	257,456	-	-	257,456	252,178
United Way	207,131	-	-	207,131	217,147
Local/County government	155,664	-	-	155,664	189,707
Program sales	108,335	-	-	108,335	111,028
Other public support	129,530	-	-	129,530	86,422
State of New Hampshire	-	-	-	-	-
Rental income	14,060	-	-	14,060	31,287
Net gain (loss) on beneficial interest in Foundation	(9,738)	(2,928)	-	(12,666)	(17,697)
Other income	<u>59,391</u>	<u>-</u>	<u>-</u>	<u>59,391</u>	<u>115,031</u>
Total public support and revenue	<u>9,447,838</u>	<u>(2,928)</u>	<u>-</u>	<u>9,444,910</u>	<u>9,337,408</u>
Expenses					
Program services					
Children & adolescents	2,235,176	-	-	2,235,176	2,233,203
Multi-service team	1,597,202	-	-	1,597,202	1,269,400
Emergency services/assessment	904,507	-	-	904,507	689,208
Other non-BBH	867,052	-	-	867,052	930,292
Older adult services	812,740	-	-	812,740	812,569
Maintenance	708,940	-	-	708,940	1,118,414
ACT team	605,872	-	-	605,872	467,616
Community residence	528,585	-	-	528,585	510,597
Community education & training	143,623	-	-	143,623	152,063
Non-eligibles	139,597	-	-	139,597	204,791
Vocational services	138,485	-	-	138,485	72,850
Restorative partial hospital	39,751	-	-	39,751	144
Supportive living	34,182	-	-	34,182	74,277
Supporting activities					
Administration	<u>919,986</u>	<u>-</u>	<u>-</u>	<u>919,986</u>	<u>732,072</u>
Total expenses	<u>9,675,698</u>	<u>-</u>	<u>-</u>	<u>9,675,698</u>	<u>9,267,496</u>
CHANGES IN NET ASSETS	(227,860)	(2,928)	-	(230,788)	69,912
NET ASSETS - BEGINNING OF YEAR	<u>915,790</u>	<u>220,653</u>	<u>81,214</u>	<u>1,217,657</u>	<u>1,147,745</u>
NET ASSETS - END OF YEAR	<u>\$ 687,930</u>	<u>\$ 217,725</u>	<u>\$ 81,214</u>	<u>\$ 986,869</u>	<u>\$ 1,217,657</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2016 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES					
Change in net assets	\$ (227,860)	\$ (2,928)	\$ -	\$ (230,788)	\$ 69,912
Adjustments to reconcile change in net assets to net cash from operating activities:					
Depreciation and amortization	68,739	-	-	68,739	73,660
Change in allowance for doubtful accounts	(33,721)	-	-	(33,721)	(123,208)
Loss on beneficial interest in Foundation	9,738	2,928	-	12,666	17,697
(Increase) decrease in assets:					
Accounts receivable	57,092	-	-	57,092	612,810
Prepaid expenses	15,439	-	-	15,439	(17,554)
Increase (decrease) in liabilities:					
Accounts payable	(43,378)	-	-	(43,378)	37,999
Due to State of New Hampshire	(17,387)	-	-	(17,387)	(225,534)
Accrued salaries, wages, and related expenses	(204,280)	-	-	(204,280)	89,131
Other current liabilities	10,096	-	-	10,096	13,801
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(365,522)</u>	<u>-</u>	<u>-</u>	<u>(365,522)</u>	<u>548,714</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Decrease (increase) in due from affiliate	102,537	-	-	102,537	(53,946)
Additions to property and equipment	<u>(9,047)</u>	<u>-</u>	<u>-</u>	<u>(9,047)</u>	<u>(25,830)</u>
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	<u>93,490</u>	<u>-</u>	<u>-</u>	<u>93,490</u>	<u>(79,776)</u>
CASH FLOWS FROM FINANCING ACTIVITIES					
Net repayment of capital lease obligations	(4,771)	-	-	(4,771)	(20,492)
Net borrowings (repayments) on demand notes payable	<u>50,000</u>	<u>-</u>	<u>-</u>	<u>50,000</u>	<u>(175,000)</u>
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>45,229</u>	<u>-</u>	<u>-</u>	<u>45,229</u>	<u>(195,492)</u>
NET (DECREASE) INCREASE IN CASH AND EQUIVALENTS	<u>(226,803)</u>	<u>-</u>	<u>-</u>	<u>(226,803)</u>	<u>273,446</u>
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>510,768</u>	<u>76,453</u>	<u>-</u>	<u>587,221</u>	<u>313,775</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 283,965</u>	<u>\$ 76,453</u>	<u>\$ -</u>	<u>\$ 360,418</u>	<u>\$ 587,221</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:					
Cash paid for interest				<u>\$ 4,528</u>	<u>\$ 6,828</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children & Adolescents</u>	<u>Older Adult Services</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>	<u>Vocational Services</u>
PERSONNEL COSTS						
Salaries and wages	\$ 472,014	\$ 1,402,162	\$ 486,072	\$ 589,869	\$ 25,739	\$ 93,598
Employee benefits	108,794	378,474	106,058	164,301	9,889	24,562
Payroll taxes	34,512	98,901	36,388	42,592	1,805	6,909
PROFESSIONAL FEES						
Substitute staff	6,773	34,072	-	2,976	-	625
Audit fees	3,154	10,348	3,471	3,267	167	650
Legal fees	1,463	6,198	1,612	1,199	76	289
Other professional fees	39	974	-	37	-	8
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	8	494	288	13	-	-
In-Service training	4	210	43	2	-	-
Conferences and conventions	1,437	1,031	581	1,747	418	320
Other staff development	606	1,038	488	584	-	-
OCCUPANCY COSTS						
Rent	44,437	114,723	51,777	55,552	-	3,191
Heating costs	2	122	-	-	-	-
Other utilities	53	273	-	-	-	-
Repairs and maintenance	138	1,810	1,075	165	799	36
Taxes	-	-	-	-	-	-
Other occupancy costs	6,130	21,764	2,716	5,811	-	325
CONSUMABLE SUPPLIES						
Office supplies and equipment	2,355	6,516	6,592	3,104	29	605
Building and household	380	601	1,581	515	-	129
Educational and training	56	185	-	37	-	-
Food	367	9,506	20,018	288	73	169
Medical supplies	768	663	3,348	730	-	153
Other consumable supplies	1,347	2,658	684	1,241	25	253
DEPRECIATION	2,544	8,150	28,922	2,684	123	525
EQUIPMENT RENTAL	1,535	6,994	2,072	1,360	1	276
EQUIPMENT MAINTENANCE	372	1,007	710	378	16	76
ADVERTISING	159	421	135	257	4	33
PRINTING	54	301	28	74	-	16
TELEPHONE	7,029	26,842	10,164	11,071	33	1,722
POSTAGE	396	1,669	551	381	1	62
TRANSPORTATION						
Staff	2,486	65,704	9,034	4,876	187	2,036
Clients	138	144	21,948	-	-	-
ASSISTANCE TO INDIVIDUALS						
Client services	51	5,260	2,393	43	-	1
INSURANCE						
Malpractice and bonding	5,363	12,900	4,062	5,233	151	1,091
Vehicles	-	-	5,439	-	-	-
Comprehensive property and liability	3,980	12,926	4,338	4,097	215	820
MEMBERSHIP DUES	18	24	100	17	-	4
INTEREST EXPENSE	-	-	-	-	-	-
OTHER	(22)	111	52	6	-	1
TOTAL FUNCTIONAL EXPENSES	<u>\$ 708,940</u>	<u>\$ 2,235,176</u>	<u>\$ 812,740</u>	<u>\$ 904,507</u>	<u>\$ 39,751</u>	<u>\$ 138,485</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Community Education & Training</u>
PERSONNEL COSTS						
Salaries and wages	\$ 76,048	\$ 951,033	\$ 402,156	\$ 221,374	\$ 10,529	\$ 92,649
Employee benefits	31,259	267,069	96,353	58,423	3,168	17,396
Payroll taxes	5,431	70,449	28,161	16,329	752	7,058
PROFESSIONAL FEES						
Substitute staff	-	10,337	20	165,338	-	-
Audit fees	533	8,013	2,177	1,244	116	559
Legal fees	165	4,295	1,077	1,017	27	154
Other professional fees	-	119	-	6	-	-
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	-	58	-	-	-	-
In-Service training	1	355	4	4	-	-
Conferences and conventions	452	9,333	2,156	39	140	425
Other staff development	441	1,583	4	-	-	-
OCCUPANCY COSTS						
Rent	14,497	106,182	28,785	6,811	16,515	5,181
Heating costs	77	17	-	-	-	-
Other utilities	12	17	-	-	-	-
Repairs and maintenance	15	514	106	1,073	-	464
Taxes	-	-	-	-	-	-
Other occupancy costs	1,505	11,909	2,845	47	-	773
CONSUMABLE SUPPLIES						
Office supplies and equipment	381	8,715	1,611	1,199	23	389
Building and household	52	1,289	496	5,531	-	16
Educational and training	278	314	-	-	-	1,894
Food	61	2,874	486	28,975	-	6
Medical supplies	-	2,481	346	476	-	-
Other consumable supplies	86	5,976	367	368	17	1,366
DEPRECIATION	426	6,573	1,779	4,161	82	410
EQUIPMENT RENTAL	473	4,194	840	21	-	219
EQUIPMENT MAINTENANCE	51	976	390	129	11	53
ADVERTISING	455	756	110	364	4	47
PRINTING	252	301	47	1	-	147
TELEPHONE	3,304	25,858	7,901	7,947	1,566	2,312
POSTAGE	88	866	216	34	5	299
TRANSPORTATION						
Staff	1,606	43,178	9,747	1,133	351	972
Clients	-	117	750	1,450	-	-
ASSISTANCE TO INDIVIDUALS						
Client services	8	23,975	12,282	301	661	105
INSURANCE						
Malpractice and bonding	407	14,790	1,807	1,416	84	447
Vehicles	-	-	-	1,813	-	-
Comprehensive property and liability	648	10,059	2,712	1,556	131	678
MEMBERSHIP DUES	585	202	138	5	-	1,644
INTEREST EXPENSE	-	-	-	-	-	-
OTHER	-	2,425	3	-	-	7,960
TOTAL FUNCTIONAL EXPENSES	<u>\$ 139,597</u>	<u>\$ 1,597,202</u>	<u>\$ 605,872</u>	<u>\$ 528,585</u>	<u>\$ 34,182</u>	<u>\$ 143,623</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Other Non-BBH</u>	<u>Total Programs</u>	<u>Administration</u>	<u>2016 Totals</u>	<u>2015 Totals</u>
PERSONNEL COSTS					
Salaries and wages	\$ 448,500	\$ 5,271,743	\$ 533,128	\$ 5,804,871	\$ 5,551,705
Employee benefits	158,396	1,424,142	83,734	1,507,876	1,460,708
Payroll taxes	32,242	381,529	37,729	419,258	393,681
PROFESSIONAL FEES					
Substitute staff	650	220,791	9,365	230,156	254,741
Audit fees	3,012	36,711	689	37,400	36,699
Legal fees	856	18,428	20,890	39,318	17,724
Other professional fees	21,994	23,177	41,094	64,271	47,466
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	132	993	550	1,543	2,240
In-Service training	-	623	40	663	35
Conferences and conventions	1,328	19,407	5	19,412	7,830
Other staff development	75	4,819	1,040	5,859	11,632
OCCUPANCY COSTS					
Rent	55,651	503,302	89,541	592,843	516,688
Heating costs	-	218	-	218	1,585
Other utilities	-	355	-	355	1,096
Repairs and maintenance	235	6,430	165	6,595	5,228
Taxes	-	-	-	-	-
Other occupancy costs	4,864	58,689	17,540	76,229	75,491
CONSUMABLE SUPPLIES					
Office supplies and equipment	7,883	39,402	6,862	46,264	54,695
Building and household	1,008	11,598	909	12,507	12,141
Educational and training	4,000	6,764	-	6,764	185
Food	1,190	64,013	177	64,190	58,522
Medical supplies	4	8,969	2	8,971	7,653
Other consumable supplies	19,749	34,137	577	34,714	35,821
DEPRECIATION	9,791	66,170	2,569	68,739	73,660
EQUIPMENT RENTAL	1,115	19,100	3,140	22,240	20,946
EQUIPMENT MAINTENANCE	24,864	29,033	200	29,233	30,026
ADVERTISING	6,568	9,313	21,475	30,788	35,046
PRINTING	5,670	6,891	1,113	8,004	7,485
TELEPHONE	12,851	118,600	8,614	127,214	124,231
POSTAGE	7,685	12,253	3,070	15,323	14,449
TRANSPORTATION					
Staff	3,769	145,079	5,214	150,293	166,803
Clients	-	24,547	-	24,547	35,203
ASSISTANCE TO INDIVIDUALS					
Client services	375	45,455	281	45,736	62,141
INSURANCE					
Malpractice and bonding	2,492	50,243	1,740	51,983	39,006
Vehicles	-	7,252	-	7,252	7,063
Comprehensive property and liability	4,372	46,532	2,356	48,888	64,385
MEMBERSHIP DUES	1,652	4,389	1,274	5,663	4,206
INTEREST EXPENSE	-	-	7,066	7,066	8,928
OTHER	<u>24,079</u>	<u>34,615</u>	<u>17,837</u>	<u>52,452</u>	<u>20,352</u>
TOTAL FUNCTIONAL EXPENSES	<u>\$ 867,052</u>	<u>\$ 8,755,712</u>	<u>\$ 919,986</u>	<u>\$ 9,675,698</u>	<u>\$ 9,267,496</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2016 AND 2015

1. ORGANIZATION OF THE CORPORATION

Monadnock Family Services, Inc. (the Organization) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs.

The Organization operates in the Monadnock region of the State of New Hampshire.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

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

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to product income for general or specific purposes.

As of June 30, 2016 and 2015, the Organization had unrestricted, temporarily restricted and permanently restricted net assets.

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 unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, 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 unrestricted.

Cash Equivalents

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

Property and Depreciation

Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. 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:

Furniture, fixtures and equipment	3 - 10 Years
Vehicles	5 - 10 Years
Building and leasehold improvements	5 - 40 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.

Depreciation expense was \$68,740 and \$73,660 for the years ended June 30, 2016 and 2015, respectively.

Accrued Earned Time

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

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 expenditures are incurred.

Revenue

Net patient revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and are adjusted in future periods, as final amounts are determined.

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The Organization receives reimbursement from Medicare, Medicaid and private third party payors at defined rates for services rendered to patients covered by these programs. The difference between established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

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, 2015, 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. Accordingly, costs have been allocated among the programs and supporting activities benefited.

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, *Financial Instruments*, 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 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, Topic 820-10 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 820-10 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 carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

Income Taxes

The Organization is exempt from 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 under Section 509(a)(2).

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2012.

3. INTEREST IN NET ASSETS OF FOUNDATION

The Organization is the sole beneficiary of assets held by Monadnock Regional Foundation for Family Services, Inc. The Organization and the Foundation are considered financially interrelated Organizations under FASB ASC Topic No. 958-605, *Not-for-Profit Entities - Transfers of Assets to a Nonprofit Organization or Charitable Trust That Raises or Holds Contributions for Others*. The fair value of the Foundation's assets, which approximates the present value of future benefits expected to be received, was \$599,557 and \$633,841 at June 30, 2016 and 2015, respectively. The cost basis of the Foundation's assets was \$591,487 and \$612,213 at June 30, 2016 and 2015, respectively.

4. DEMAND NOTES PAYABLE

The Organization maintains the following demand notes payable:

Demand note payable with a bank, subject to bank renewal on June 30, 2016. The maximum amount available at June 30, 2016 and 2015 was \$250,000. At June 30, 2016 and 2015 the interest rate was stated at 4.25 and 4%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 11). There was no balance outstanding at June 30, 2016 and 2015.

During the year ended June 30, 2016, the Organization entered into a demand note payable with a bank that expires in February of 2017. The maximum amount available at June 30, 2016 was \$150,000. At June 30, 2016 the interest rate was 5%. The note is collateralized by all the business assets of the Organization, real estate and assignment of leases and rents owned by Monadnock Community Service Center, Inc. (a related party, see Note 11) and is guaranteed by Monadnock Community Service Center, Inc. (a related party, see Note 11). There was no balance outstanding at June 30, 2016.

During January 2013, the Organization entered into a demand note payable agreement with Monadnock Regional Foundation for Family Services, Inc. (a related party, see Note 11). The interest rate is stated at 2.1%. At June 30, 2016 and 2015 amounts outstanding under the demand note payable were \$150,000 and \$100,000, respectively.

For the years ended June 30, 2016 and 2015, interest expense under the demand notes payable was \$7,066 and \$8,927, respectively.

5. RESTRICTIONS ON NET ASSETS

The temporarily restricted net assets consist of a contribution received by the Organization that had not been spent for the specified purpose of the donor as of June 30, 2016 and 2015. The permanently restricted net assets consist of a beneficial interest in a Foundation.

6. 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 approximately 15% of gross wages. All full-time employees are eligible to participate when hired, and are eligible to receive employer contributions after one year of employment. The Organization's discretionary contributions to the plan for the years ended June 30, 2016 and 2015 were \$24,301 and \$42,032, respectively.

7. CONCENTRATION OF RISK

For the years ended June 30, 2016 and 2015 approximately 75% and 76% respectively, of the total revenue was derived from Medicaid. The future existence of the Organization, in its current form, is dependent upon continued support from Medicaid.

Medicaid receivables comprise approximately 62% and 52% of the total accounts receivable balances at June 30, 2016 and 2015, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 4.

8. OPERATING LEASE OBLIGATIONS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from 36 to 63 months. Rent expense under these agreements aggregated \$615,082 and \$537,632 for the years ended June 30, 2016 and 2015, respectively.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2017	\$ 18,138
2018	17,628
2019	12,372
2020	1,860
2021	<u>930</u>
Total	<u>\$ 50,928</u>

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

9. CAPITAL LEASE OBLIGATIONS

The Organization had entered into capital lease agreements for computer software and computer equipment. The economic substance of the leases was that the Organization was financing the acquisition of the equipment through the leases. These capital leases had interest rates between 6.24% and 8.83%. These capital leases were due in monthly installments aggregating \$3,835 in June 2015 and had maturity dates ranging from September 2014 through January 2016. These capital leases were repaid in full during the year ended June 30, 2016.

At June 30, 2016 and 2015 the Organization had gross capitalized costs of capital leases of \$152,583 and \$152,583, respectively, and accumulated depreciation of \$116,206 and \$85,803, respectively.

10. MEDICAID CONTINGENCY PAYMENTS

During April 2013 the State of New Hampshire implemented a change in the entity that processes Medicaid payments for the State. During this transition the new service provider was initially unable to consistently reimburse service providers due to various issues. In order to aid the cash flow of service providers during the transition, the State of New Hampshire began disbursing cash in advance of service billings. After the initial disbursements to service providers the State of New Hampshire began reducing payments for billed services to the service providers by a portion of the advance payments. However, shortly thereafter, the State of New Hampshire stopped its policy of reducing payments for billed services and stopped their recoupment of advance payments. During February of 2015 the State of New Hampshire resumed recoupment of advance payments. At June 30, 2015 \$17,387 was due to the State of New Hampshire. The balance was repaid in full during the year ended June 30, 2016.

11. RELATED PARTY TRANSACTIONS

Monadnock Family Services, Inc. is related to the following nonprofit corporations as a result of their articles of incorporation and common board membership.

Related Party

Monadnock Community Service Center, Inc.

Function

Provides real estate services and property management assistance.

Monadnock Regional Foundation for Family Services, Inc.

Endowment for the benefit of Monadnock Family Services, Inc.

Monadnock Family Services, Inc. has transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

Due from Affiliate

At June 30, 2016 and 2015, the Organization had a receivable due from Monadnock Regional Foundation for Family Services, Inc. in the amount of \$11,328 and \$32,906, respectively. At June 30, 2016 and 2015, the Organization had a receivable due from Monadnock Community Service Center, Inc. in the amount of \$5,333 and \$86,292, respectively. There are no specific terms of repayment and no stated interest.

Rental Expense

The Organization leases office space from Monadnock Community Service Center, Inc. under the terms of tenant at will agreements. Monadnock Family Services, Inc. has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$556,500 and \$460,980 for the years ended June 30, 2016 and 2015, respectively.

Management Fee

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated \$71,375 and \$70,355 for the years ended June 30, 2016 and 2015, respectively.

Guarantee

One of the Organization's demand notes payable is guaranteed by Monadnock Community Service Center, Inc.

Demand Notes Payable

The Organization maintains a demand note payable agreement with Monadnock Regional Foundation for Family Services, Inc.

During January 2013, the Organization entered into a demand note payable agreement with Monadnock Regional Foundation for Family Services, Inc. (see Note 4). At June 30, 2016 and 2015 \$150,000 and \$100,000, respectively was outstanding under the demand note payable. Interest expense under the demand note payable was \$2,538 and \$2,100 for the years ended June 30, 2016 and 2015, respectively.

The Organization maintains a demand note payable agreement with a bank that Monadnock Community Service Center, Inc. has pledged real estate and assigned leases and rents to secure.

Co-obligation

The Organization is co-obligated on certain mortgage notes of Monadnock Community Service Center, Inc.

12. CONTINGENCIES

Grant Compliance

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2016.

13. 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 at June 30, 2016 and 2015. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2016 and 2015, cash balances in excess of FDIC coverage aggregated \$116,145 and \$299,154, respectively.

14. RECLASSIFICATIONS

Certain reclassifications have been made to the prior years' financial statements to conform to the current year presentation. These classifications had no effect on the previously reported results of operations or retained earnings.

15. SUBSEQUENT EVENTS

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial October 21, 2016, the date when the financial statements were available to be issued.

MONADNOCK FAMILY SERVICES, INC.

Continued

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Maintenance</u>	<u>Children & Adolescents</u>	<u>Older Adult Services</u>	<u>Emergency Services/ Assessment</u>	<u>Restorative Partial Hospital</u>	<u>Vocational Services</u>
Program fees:						
Net client fees	\$ 29,884	\$ 21,855	\$ 182,667	\$ 15,727	\$ 494	\$ (684)
Medicaid	396,654	2,718,173	466,089	220,472	40,748	96,644
Medicare	177,717	1,459	1,769	11,346	-	1,689
Other Insurance	89,605	95,077	6,508	92,424	-	570
Other program fees	-	25	-	-	-	-
Program Sales:						
Service and Production	-	12,620	-	440	-	-
Public Support:						
United Way	-	13,500	31,250	78,148	-	-
Local/County Government	-	21,754	-	125,910	-	-
Donations	12,061	24,361	71,522	-	-	4,000
Other public support	-	-	4,030	-	-	-
State of New Hampshire - BDAS	-	-	-	-	-	-
Federal Funding:						
Other Federal Grants	-	-	16,834	-	-	-
PATH	-	-	-	37,000	-	-
Bureau of Behavioral Health	-	-	-	132,590	-	-
Rental Income	-	-	744	-	-	-
Net (loss) gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	<u>151</u>	<u>971</u>	<u>748</u>	<u>28</u>	<u>-</u>	<u>-</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 706,072</u>	<u>\$ 2,909,795</u>	<u>\$ 782,161</u>	<u>\$ 714,085</u>	<u>\$ 41,242</u>	<u>\$ 102,219</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Eligibles</u>	<u>Multi-Service Team</u>	<u>ACT Team</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Community Education & Training</u>
Program fees:						
Net client fees	\$ 13,990	\$ 33,682	\$ 21,627	\$ 742	\$ (4,403)	\$ (66)
Medicaid	29,964	1,873,815	563,824	700,579	13,357	-
Medicare	425	28,564	11,868	1,355	-	-
Other Insurance	27,890	(16,355)	1,151	407	3,314	-
Other program fees	-	2,240	-	28,184	-	-
Program Sales:						
Service and Production	-	7,000	-	-	-	13,250
Public Support:						
United Way	27,025	-	-	-	-	25,208
Local/County Government	8,000	-	-	-	-	-
Donations	-	1,943	-	-	-	1,610
Other public support	-	900	-	-	2,930	106,296
State of New Hampshire - BDAS	-	-	-	-	-	-
Federal Funding:						
Other Federal Grants	-	-	-	-	-	-
PATH	-	-	-	-	-	-
Bureau of Behavioral Health	-	28,099	225,000	-	-	-
Rental Income	-	-	-	2,900	10,416	-
Net (loss) gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	<u>14</u>	<u>3,015</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>316</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 107,308</u>	<u>\$ 1,962,903</u>	<u>\$ 823,470</u>	<u>\$ 734,167</u>	<u>\$ 25,614</u>	<u>\$ 146,614</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Other Non-BBH</u>	<u>Total Programs</u>	<u>Administration</u>	<u>2016 Totals</u>	<u>2015 Totals</u>
Program fees:					
Net client fees	\$ -	\$ 315,515	\$ -	\$ 315,515	\$ 306,052
Medicaid	-	7,120,319	-	7,120,319	7,064,373
Medicare	-	236,192	-	236,192	158,760
Other Insurance	-	300,591	-	300,591	263,088
Other program fees	-	30,449	-	30,449	33,813
Program Sales:					
Service and Production	-	33,310	75,025	108,335	111,028
Public Support:					
United Way	32,000	207,131	-	207,131	217,147
Local/County Government	-	155,664	-	155,664	189,707
Donations	141,809	257,306	150	257,456	252,178
Other public support	-	114,156	15,374	129,530	86,422
State of New Hampshire - BDAS	-	-	-	-	0
Federal Funding:					
Other Federal Grants	79,984	96,818	-	96,818	95,066
PATH	-	37,000	-	37,000	37,001
Bureau of Behavioral Health	-	385,689	3,436	389,125	394,152
Rental Income	-	14,060	-	14,060	31,287
Net (loss) gain on beneficial interest in Foundation	-	-	(12,666)	(12,666)	(17,697)
Other	<u>(161)</u>	<u>5,082</u>	<u>54,309</u>	<u>59,391</u>	<u>115,031</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 253,632</u>	<u>\$ 9,309,282</u>	<u>\$ 135,628</u>	<u>\$ 9,444,910</u>	<u>\$ 9,337,408</u>

See Notes to Financial Statements

Monadnock Family Services
Board of Directors
2016 / 2017

CHAIR

Jane Larmon

VICE CHAIR

Mike Chelstowski

TREASURER

John Round

SECRETARY

Dr. Robert Englund

ASST SECRETARY

Sharon Price Stout

Diane Croteau

Susan Doyle

JoAnn Fenton

Ann Heffernon

Jean Kilham

Molly Lane

Steve McGreal

Lucy Shonk

Winston Sims

Andrew Weglinski

Louise Zerba

Philip F. Wyzik MA

EXPERIENCE

Monadnock Family Services, 64 Main St, Keene NH

Chief Executive Officer (Current)

Responsible for all aspects of the leadership of a community mental health center in Cheshire County. Services focus on clientele considered eligible for state supported care, out patient behavioral health counseling, prevention services and adult care for seniors.

The Mental Health Association of Connecticut, 20-30 Beaver Rd, Wethersfield CT 06109

President and CEO (9-08 to 6 -1-12)

Responsible for all aspects of executive leadership of a \$9 million dollar private not for provide mental health agency. Services offered to adults with severe and persistent mental illness include housing, psychosocial rehabilitation, and supported employment; provide leadership and supervision to Executive staff and Program Directors. Work includes interface and coordination with Board of Directors, direct supervision of advocacy, lobbying and public education efforts.

West Central Behavioral Health, Inc., 9 Hanover St, Lebanon, New Hampshire 03766

Senior Vice President of Operations (1-91 to 9-08)

Responsible for the executive leadership and management of a private not-for-profit community mental health center. Duties include: **Program development and performance management:** responsible development and monitoring of annual operation plan to achieve key service outcomes and fiscal effectiveness, internal quality assurance and management, including leading workgroups to implement new treatment paradigms and improvements. Accomplished successful grant applications and negotiated contracts, including US Government contract procurement and management under the Javitts Wagner O'Day program. Assisted with marketing and internal and external customer service. Planned conversion of two day rehab programs into pioneering supported employment service.

Supervision and training of agency leaders: responsible for personnel development, quality assurance and risk management; designed and implemented a new, proactive employee review and development process. Planned and supervised the renovation and relocation of three clinical offices. Lead agency wide staff satisfaction survey process; developed work life committee to improve employee input into agency decisions.

Public Relations / fundraising: Conceived, organized and promoted all aspects of a two day fundraiser ("Paddlepower") that increased public awareness about suicide and visibility for the agency. Current member of NH Suicide Prevention Advisory Committee and Garrett Lee Smith Advisory Committee.

Information Technology: Supervised IT department of three FTEs since 2006, including the implementation of an electronic medical record for improved clinical flow, efficiency and compliance. Lead system improvement efforts to accommodate regulatory and reimbursement changes and mandates, and accompanying staff training efforts.

Substitute for the CEO: Handle internal, external, and State responsibilities.

Little Rivers Health Care Inc, PO Box 377, Bradford VT

Interim Chief Executive Officer (Sept 2005 to June 2006)

Under management service agreement with current employer, served as first CEO of a Federally Qualified Health Center. Duties involved all aspects of merging three disparate primary care offices into one organization. Developed initial Human Resource policies and plans, facilitated clinical and quality policy development, initiated start up fiscal plan and structure. Served as the liaison to Health Resource Services Administration Office of Grants Management and Project Development and facilitated development of Board members. Elected to the Board of Directors of Bi State Primary Care Association.

University System of New Hampshire, Granite State College

Faculty Member (November 2000 to present)

Teaching HLTC 600 *Continuous Quality Improvement*, HLTC 629 *Legal and Ethical Issues in Health and Human Services*, and HLTC 627 *Financing and Reimbursement in Healthcare*, and HLTC 550 *The US Healthcare Industry* (all online courses.) Taught numerous students on independent contract learning projects. Familiar with Blackboard, WebCT, and Moodle course management systems.

Worcester Area Community Mental Health Center, Inc, Worcester, Ma. 01609

Director of Rehabilitation (12-84 to 12-90)

Organized and lead social/vocational rehabilitation department serving mentally ill adults. Responsibilities included: Day-to-day management of a psychosocial rehabilitation program for severely mentally ill adults, program development, strategic planning and evaluation activities. Assisted in interdepartmental and interagency communication and public relations. Primary liaison to Mass Rehab Commission for vocational rehabilitation. Completed grant applications, hired and supervised staff; Held previous roles including Program Coordinator, Rehabilitation Counselor, Group Leader and Clinician.

Chandler St. Center, Inc., 162 Chandler St., Worcester, Ma. 01609

Substance Abuse Counselor (5-83 to 12-84)

Performed intake, crisis intervention, assessment, case management and addiction therapy around heroin and cocaine abuse for teen and adult clients. Facilitated support groups and completed court ordered assessments.

St. Joseph Church, 41 Hamilton St, Worcester, Ma. 01604

Religious Education Coordinator (6-81 to 6-83)

Supervised and coordinated all aspects of church based education program; recruited and trained volunteer teachers. Provided instruction for child, teen and adult classes.

Notre Dame High School, Fitchburg, Ma.

Teacher (9-82 to 6-83) – Taught junior and senior high students in Religious Education and substitute taught Spanish I.

St Joseph School, Somerville, Ma.

Teacher (9-78 to 6-80) -- Instructed five grade levels in Religion, Art, and Social Studies.

COMMUNITY SERVICE

Outreach House, Hanover NH (501.3C assisted living facility for nine seniors)

Board of Director, October 1998 to 2000 [approximately]

Ivy Place Condominiums, Lebanon NH (50 unit condominium facility)

Board of Director, 1992 thru 1997 [approximately]

Lebanon Riverside Rotary

Club member, chair of International Services Committee, 1992 thru 1996

EDUCATION

Master of Arts, Counseling Psychology, Assumption College, Worcester Ma. 1984.

Bachelor of Arts, Religious Studies (magna cum laude), Assumption College, Worcester, Ma. 1978.

- “Leadership Upper Valley,” May 2008 sponsored by the Lebanon Chamber of Commerce.
- “Institute for Non Profit Management,” Antioch New England Graduate School, Hanover, NH, Spring 2004.
- “FIPSE (Fund for Improvement of Postsecondary Education) Training for Part Time Faculty Teaching Adult Learners,” College for Lifelong Learning, Concord, NH, Fall, 2002.
- “Improving Managerial Leadership and Effectiveness”, “The Art of Negotiation,” “Delivering Superior Customer Service,” and “Contract Pricing,” NISH Institute for Leadership and Professional Development.

PUBLICATIONS

Munetz MD, Birnbaum A, Wyzik PF: An Integrative Ideology to Guide Community Based Multidisciplinary Care of Severely Mentally Ill Patients. Hospital and Community Psychiatry, June 1993, vol. 44, no 6.

Drake RE, Becker DR, Biesanz JC, Torrey WC, McHugo GJ, Wyzik PF: Rehabilitative Day Treatment vs Supported Employment: I Vocational Outcomes. Community Mental Health Journal, October 1994;30:519-532.

Torrey W, Clark RE, Becker D, Wyzik P, Drake RE: Switching from Rehabilitative Day Treatment to Supported Employment. Continuum: Developments in Ambulatory Care, Jossey-Bass Inc. Spring, 1997, vol 4, no 1.

Drake RE, Becker D, Biesanz J, Wyzik P: Day Treatment Versus Supported Employment for Persons with Severe Mental Illness: A Replication Study. Psychiatric Services, October 1996, vol 47, no 10.

Becker D, Torrey W, Toscano R, Wyzik P, Fox T: Building Recovery Oriented Services: Lessons from Implementing IPS in Community Mental Health Centers. Psychiatric Rehabilitation Journal, Summer 1998, vol 22, no 1.

Torrey, W, Wyzik PF: New Hampshire Clinical Practice Guidelines for Adults in Community Support Programs, (unpublished monograph).

Torrey, W, Wyzik PF: The Recovery Vision as a Service Improvement Guide for Community Mental Health Journal, April 2000, vol 36, No 2.

Torrey, W, Drake RE, Cohen M, Fox L, Lynde D, Gorman P, and Wyzik PF: The Challenge of Implementing and Sustaining Integrated Dual Disorders, Community Mental Health Journal, December 2002, Vol 38, no 6.

Salyers MP, Becker DR, Drake RE, Torrey WC, and Wyzik PF: A Ten Year Follow up of Supported Employment (in press).

Torrey WC, Finnerty M, Evans A, Wyzik P: Strategies for leading the implementation of Evidence-based practices, Psychiatric Clinics of North America, 26(4): 883-897, 2003.

Wyzik L, “Grassroots Armada for Suicide Prevention” Behavioral Healthcare Tomorrow, 14(4): 14-15, 2005.

AWARDS

Named Administrator of the Year, October 1994, by the New Hampshire Alliance for the Mentally Ill.

PRESENTATIONS

- “The Legacy of Clifford Beers.” Presented June 12, 2009 at Centennial Conference, Mental Health America, Washington DC.
- “Thinking of a Change?” Implementing the new NH Medicaid rule in the mental health center, for the Bureau of Behavioral Health, March 27, 28, 2007.
- “Suicide Prevention: Friend raising, Fundraising” at US Psychiatric Rehabilitation Association 30th annual conference, Philadelphia PA, May 24, 2005.
- “Teamwork in Residential Settings” for the Therapeutic Living Community, Norwich CT, April 2003, on behalf of the West Institute of the NH Dartmouth Psychiatric Research Center.
- “Vocational Rehabilitation System’s Change” – two day personal consultation for Terros, 3118 E McDowell Rd, Phoenix, Arizona, April 2000.
- “Recovery and Systems Thinking,” Value Options, Phoenix AZ, July 28, 1999.
- “CMHC Cultures that Work for Work,” Following Your Dreams Conference, Nashua NH, May 21, 1999.
- “IPS Implementation, Tools and Recovery,” IPS Plus Project, Regional Research Institute, Portland, Oregon, May 14, 1999.
- “Implementing IPS,” Options for Southern Oregon, Grants Pass Oregon, May 13, 1999.
- “Facilitating Recovery by Effectively Supporting Work,” Value Options Best Practices Summit IV, Boston MA, Oct. 21-23, 1998.
- “Health Care as a System: Case Management,” Executive Directors, NH Division of Behavioral Health, Concord, NH, July 15, 1998.
- “Implementing Individual Placement and Support: Obstacles and Solutions,” Western Region Best Practice Conference, Colorado Health Network, Santa Fe NM, Dec. 4-5, 1997.
- “Supported Employment as an Important Element in the Process of Recovering from Severe Mental Disorders,” New England IPS Retreat, Newport RI, June 5, 1997.
- “From Day Treatment to Vocational Services,” New England IAPSRs Conference, June 1995.
- “Work in the Community: Two Program Conversion Success Stories,” Institute for Community Inclusion, Auburn, MA, October 1994.

REFERENCES:

Neugeboren, J, Transforming Madness, William Morrow and Co, 1999, pgs 153-154, 157-159, 163, 164, 170.

Personal references furnished upon request.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Monadnock Family Services

Name of Contract: Mental Health Services

BUDGET PERIOD:		SFY 18 (Jul 1, 2017 thru Jun 30, 2018)		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Philip Wyzik	Chief Executive Officer	\$133,900	0.00%	\$0.00
Gigi Batchelder	Chief Financial Officer	\$92,700	0.00%	\$0.00
Marianne Marsh	Chief Medical Officer	\$190,550	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

BUDGET PERIOD:		SFY 19 (Jul 1, 2018 thru Jun 30, 2019)		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
	Chief Executive Officer	\$137,917	0.00%	\$0.00
Gigi Batchelder	Chief Financial Officer	\$95,481	0.00%	\$0.00
Marianne Marsh	Chief Medical Officer	\$196,267	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$0.00

Subject: Mental Health Services (SS-2018-DBH-01-MENTA-06)

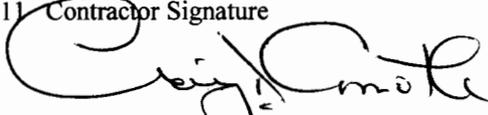
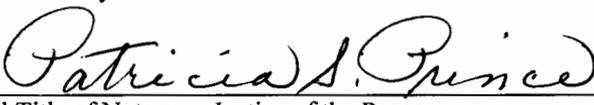
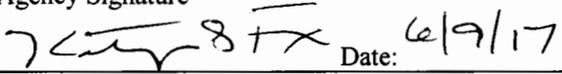
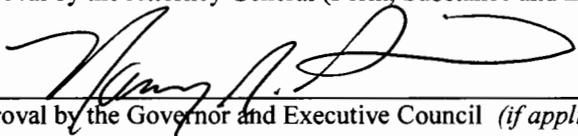
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council		1.4 Contractor Address 100 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-6147	1.6 Account Number 05-95-92-922010-[4117, 4121]; 05-95-42-421010-2958; 05-95-42-423010-7926	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$2,461,738
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 CRAIG D. AMOTH President & CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>June 8, 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 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace PATRICIA S. PRINCE, NOTARY PUBLIC			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Keith S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/13/2017</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 Glencliff 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 (APRTP).
- 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.



Exhibit A

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.



Exhibit A

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

- 23.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have SMI, or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- 23.2. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- 23.3. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 23.4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services (BHHS).
- 23.5. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 23.6. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 23.7. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

24. RENTAL HOUSING SUBSIDY

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

25. DEAF SERVICES

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



Exhibit A

26. CHILDREN'S ACT TEAM WRAPAROUND

- 26.1. The Contractor shall establish/maintain a Children's ACT team providing a specialized multidisciplinary team that provides an intensive community based services for children and families living with Serious Emotional Disturbance (SED). These intensive services include multiple visits to the child and family in settings that most effectively meet their needs, and can be as frequent as daily. The services may take place at the child's school, home or other community settings. The team is responsible for directly providing a full array of services as defined in He-M 426, and delivered, within the context of a community wraparound team which places the child and the family at the center of treatment decisions. Services defined include:
- 26.1.1. Functional Support Services (FSS);
 - 26.1.2. Individual and Family Therapy;
 - 26.1.3. Medication Services; and
 - 26.1.4. Targeted Case Management (TCM) Services.
- 26.2. Children's ACT team services are intended for children and adolescents who meet State eligibility criteria for SED or SED with Interagency Involvement (SED-IA), as defined in Administrative Rule He-M 401. In addition, children and adolescents served by the ACT team can also present with difficulties successfully engaging in traditional treatment programs, and can present with challenging and complex treatment needs that have frequently not responded to prior treatment interventions. Children who are prioritized for ACT team services also have a history of multiple psychiatric hospitalizations, and/or frequent visits to hospital emergency departments for psychiatric crisis, and present with ongoing difficulties at school, and/or multiple interactions with law enforcement.
- 26.3. Children's ACT teams shall be comprised of nursing staff, a psychiatrist, case managers, functional support specialists, and master's level clinicians. Clinician ratio to individuals served is 1:10, no more than 1:15. The team has extended evening hours that are most conducive to the needs of the child and the family. The team is set up to either:
- 26.3.1. Directly provides Emergency Services on call, twenty-four (24) hours a day for individuals served by the team; or
 - 26.3.2. Has a well-articulated plan to ensure the CMHC Emergency Services team is informed of the needs of any individual served by the team, is updated on pertinent changes in status, and has available to them a well-articulated crisis plan should the family request services after hours.
- 26.4. The Contractor shall notify DHHS when not in compliance with the staffing pattern or programmatic model listed in this section, and shall submit a corrective action plan.
- 26.5. ACT Teams that also utilize the NH Wraparound Model shall ensure that staff performing the wraparound facilitation and care coordination are trained and coached in the NH Wraparound Model by the DHHS approved training and coaching vendor.

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

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



Exhibit A

27.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and

27.1.2. 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.

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

28.1. 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 #: 93.150
Federal Agency: U.S. Department of Health and Human Services
Program Title: Projects for Assistance in Transition from Homelessness (PATH) PL 101-645
FAIN: SM016030-14

CFDA #: 93.778
Federal Agency: 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:



Exhibit B

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.

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
Deaf Services	\$ 326,500	\$ 326,500
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$ 61,910	\$ 61,910
Assertive Community Treatment Team (ACT) - Adults	\$ 450,000	\$ 450,000
Assertive Community Treatment Team (ACT) - Childrens	\$ 140,000	\$ 140,000
Behavioral Health Services Information System (BHSIS)	\$ 5,000	\$ 5,000
Housing	\$ 201,444	\$ 201,444
Rehabilitation for Empowerment, Education and Work (RENEW)	\$ 3,945	\$ 3,945
Projects For Assistance In Transition From Homelessness (PATH) Services	\$ 40,300	\$ 40,300
Total	\$1,230,869	\$1,230,869

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.



Exhibit B

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. 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: SFY _____ BUDGET

	Total Agency	Total Administration	Total Programs	Maintenance	Children & Adolescents	Older Adult Services	Intake	Emergency Services/Assessment	Brief/DRF	Intensive Partial Hospital	Restorative Partial Hospital
	180			100	101	102	103	104	108	107	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 BCBS	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 Bar. 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 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 MMSFP	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
480 BSH											
481 Bur. of Behavioral Health	0	0	0	0	0	0	0	0	0	0	0
482 Other BSH	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
Mental Health Services

Exhibit B, Appendix 1

TOTAL PROGRAM REVENUES	0	0	0	0	0	0	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	0	0	0	0	0	0
602 Employee Benefits	0	0	0	0	0	0	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	0	0	0	0	0	0
SUBTOTAL	0																		
610 Client Wages	0	0	0	0	0	0	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	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	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	0	0	0	0	0	0
625 Audit Fees	0	0	0	0	0	0	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	0	0	0	0	0	0
627 Other Prof. Fees/Consultations	0	0	0	0	0	0	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	0	0	0	0	0	0
632 In-Service Training	0	0	0	0	0	0	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	0	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0	0	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	0	0	0	0	0	0
642 Mortgage (Interest)	0	0	0	0	0	0	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	0	0	0	0	0	0
644 Other Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
645 Maintenance & Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
646 Taxes	0	0	0	0	0	0	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	0	0	0	0	0	0
650 CONSUMABLE SUPPLIES																			
651 Office	0	0	0	0	0	0	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	0	0	0	0	0	0
653 Educational/Training	0	0	0	0	0	0	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	0	0	0	0	0	0
655 Food	0	0	0	0	0	0	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	0	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBTOTAL PAGE	0																		
Total Carried Forward	0	0	0	0	0	0	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	0	0	0	0	0	0
710 Printing	0	0	0	0	0	0	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	0	0	0	0	0	0
730 Postage/Shipping	0	0	0	0	0	0	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	0	0	0	0	0	0
742 Staff	0	0	0	0	0	0	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	0	0	0	0	0	0
744 Delivery Products	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
750 ASSIST. TO INDIVIDUALS																			



SPECIAL PROVISIONS

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

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



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department 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.



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

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



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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;



- 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.



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.

6/8/12
Date

Contractor Name: GNMHC
Craig D. Amoth
Name: CRAIG D. AMOTH
Title: Pres. & CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

6/8/17
Date

Contractor Name:

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



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

6/8/17
Date

Contractor Name:

Name: Cesar D. Amoretti
Title: Pres. & CEO



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

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

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

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

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

Exhibit G

Contractor Initials CO

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.

6/8/17
Date

Contractor Name:

Name: Cecilia J. Amador
Title: Proc. Mgr.

Exhibit G

Contractor Initials CA

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

Date 6/8/17



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Name:
Title:

6/8/17
Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/9/17
Date

CRAIG AMOTH / GOWM HC
Name of the Contractor

Craig Amoth
Signature of Authorized Representative

Craig J Amoth
Name of Authorized Representative

Pres. & CEO
Title of Authorized Representative

6/8/17
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: GNMHC.

6/8/17.
Date


Name: Clayton D. Amoth
Title: Pres. & CEO



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: 081249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

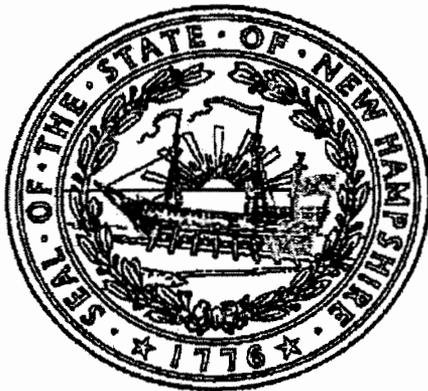
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. 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: 63050



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 3rd day of April A.D. 2017.

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

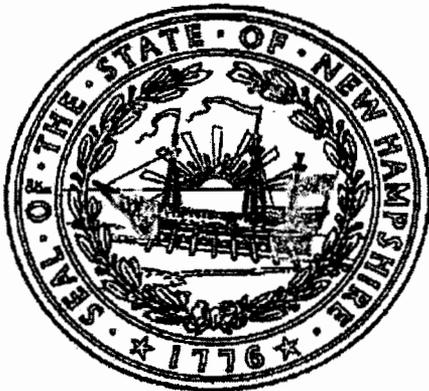
William M. Gardner
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA MENTAL HEALTH CENTER AT COMMUNITY COUNCIL is a New Hampshire Trade Name registered to transact business in New Hampshire on October 21, 2008. 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: 604020



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Elizabeth Sheehan, do hereby certify that I am the duly elected Chair of the Board of Directors at Greater Nashua Mental Health Center (GNMHC), at Community Council.

The following is a true copy of the resolution duly adopted at a meeting of the Executive Committee of the Board of Directors of GNMHC held on June 8, 2017:

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

The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 8th day of June, 2017.



Elizabeth Sheehan, Chair of the Board of Directors
Greater Nashua Mental Health Center at
Community Council

STATE OF NEW HAMPSHIRE

County of Willsborough

The forgoing instrument was acknowledged before me this 8th day of June, 2017.

By ELIZABETH A. SHEEHAN
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8/8/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/11/2017

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

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

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

COVERAGES **CERTIFICATE NUMBER:** 1645458047 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			OPS0066955	11/12/2016	11/12/2017	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAA000406533	11/12/2016	11/12/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			UMS0028003	11/12/2016	11/12/2017	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC001994785	1/15/2017	1/15/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS0066955	11/12/2016	11/12/2017	\$5,000,000	Each Claim Aggregate
							\$5,000,000	

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

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

CERTIFICATE HOLDER

State of New Hampshire, Department of Health and Human Services
129 Pleasant St.
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

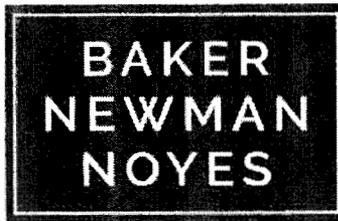
COMMUNITY COUNCIL OF NASHUA, NH
DBA
Greater Nashua Mental Health Center at Community Council

Our Mission

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

Our Vision

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



Community Council of Nashua, NH

Audited Financial Statements

Year Ended June 30, 2016

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

With Independent Auditors' Report

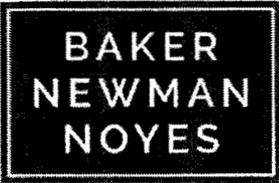
COMMUNITY COUNCIL OF NASHUA, NH

Audited Financial Statements

**Year Ended June 30, 2016
(With Certain Financial Information Presented
for the Year Ended June 30, 2015)**

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Community Council of Nashua, NH

Report on the Financial Statements

We have audited the accompanying financial statements of Community Council of Nashua, NH which comprise the statement of financial position as of June 30, 2016, and the related statements of activities and changes in net assets, revenues and functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

To the Board of Directors
Community Council of Nashua, NH

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Council of Nashua, NH as of June 30, 2016, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Council of Nashua, NH's 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 9, 2015. In our opinion, the summarized comparative information presented herein for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Baker Newman & Noyes LLC

Manchester, New Hampshire
January 13, 2017

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF FINANCIAL POSITION

June 30, 2016 and 2015

ASSETS

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ 616,569	\$ 513,212
Accounts receivable, less allowance for uncollectible accounts of \$1,989,096 in 2016 and \$1,544,757 in 2015	1,711,171	1,531,829
Investments	1,668,831	1,834,611
Prepaid expenses	165,761	44,343
Property and equipment, net	2,945,707	3,077,880
Debt issuance costs, net of accumulated amortization of \$14,232 in 2016 and \$13,385 in 2015	<u>3,725</u>	<u>4,572</u>
Total assets	<u>\$7,111,764</u>	<u>\$7,006,447</u>

LIABILITIES AND NET ASSETS

Liabilities:		
Line of credit	\$1,000,000	\$ 700,000
Accounts payable and accrued expenses	523,307	363,828
Accrued payroll and related expenses	313,330	206,866
Accrued vacation	323,840	327,897
Deferred revenue	206,580	-
Notes payable	1,732,553	1,821,992
Capital lease obligations	72,386	60,244
Contingency reserve	<u>54,475</u>	<u>238,745</u>
Total liabilities	4,226,471	3,719,572
Net assets:		
Unrestricted	2,714,890	3,124,672
Temporarily restricted	71,810	63,610
Permanently restricted	<u>98,593</u>	<u>98,593</u>
Total net assets	<u>2,885,293</u>	<u>3,286,875</u>
Total liabilities and net assets	<u>\$7,111,764</u>	<u>\$7,006,447</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

**STATEMENTS OF ACTIVITIES
AND CHANGES IN NET ASSETS**

Year Ended June 30, 2016

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

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016</u>	<u>2015</u>
Revenues, gains and other support:					
Program service fees	\$10,726,336	\$ -	\$ -	\$10,726,336	\$11,130,667
Bad debt expense	<u>(601,695)</u>	<u>-</u>	<u>-</u>	<u>(601,695)</u>	<u>(579,196)</u>
Revenues, less bad debt expense	10,124,641	-	-	10,124,641	10,551,471
State of New Hampshire - BBH	1,038,848	-	-	1,038,848	875,507
Federal grants	384,837	-	-	384,837	385,135
Rental income	40,494	-	-	40,494	60,893
Support, local governments	68,779	-	-	68,779	68,229
Contributions	9,384	5,121	-	14,505	10,793
United Way	1,596	-	-	1,596	10,207
Other	<u>114,665</u>	<u>-</u>	<u>-</u>	<u>114,665</u>	<u>50,032</u>
Total revenues, gains and other support	11,783,244	5,121	-	11,788,365	12,012,267
Expenses:					
BBH funded program services:					
Children's services	2,005,667	-	-	2,005,667	1,959,683
Elderly services	535,282	-	-	535,282	545,495
Intake/placement services	90,594	-	-	90,594	56,806
Crisis response	204,951	-	-	204,951	202,638
Vocational services	221,745	-	-	221,745	213,587
Nonspecialized outpatient	1,062,164	-	-	1,062,164	1,109,595
Multi-service team	3,960,815	-	-	3,960,815	3,447,545
ACT Team	973,342	-	-	973,342	910,285
Independent housing	871,049	-	-	871,049	1,173,832
Substance abuse	458,675	-	-	458,675	640,368
Other non-BBH funded program services:					
Child impact	32,667	-	-	32,667	31,700
Disaster	7,769	-	-	7,769	-
Court division	66,537	-	-	66,537	73,524
SAMHSA	74,546	-	-	74,546	50,671
RAISE	21,274	-	-	21,274	320
Supervised visitation	124,682	-	-	124,682	111,023
Research	<u>146,901</u>	<u>-</u>	<u>-</u>	<u>146,901</u>	<u>405,147</u>
Total program services	10,858,660	-	-	10,858,660	10,932,219
Administrative expenses	1,405,351	-	-	1,405,351	1,314,098
Change in fair value of interest rate swap contract	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(9,420)</u>
Total expenses	<u>12,264,011</u>	<u>-</u>	<u>-</u>	<u>12,264,011</u>	<u>12,236,897</u>
(Loss) income from operations	(480,767)	5,121	-	(475,646)	(224,630)

Continued next page.

COMMUNITY COUNCIL OF NASHUA, NH

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

Year Ended June 30, 2016

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

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2016</u>	<u>2015</u>
(Loss) income from operations	\$ (480,767)	\$ 5,121	\$ -	\$ (475,646)	\$ (224,630)
Other income:					
Investment income	51,081	1,975	-	53,056	57,964
Realized and unrealized gains (losses) on investments	<u>19,904</u>	<u>1,104</u>	<u>-</u>	<u>21,008</u>	<u>(11,727)</u>
Total other income	<u>70,985</u>	<u>3,079</u>	<u>-</u>	<u>74,064</u>	<u>46,237</u>
(Deficiency) excess of revenues, gains and other support and other income over expenses	(409,782)	8,200	-	(401,582)	(178,393)
Net assets, beginning of year	<u>3,124,672</u>	<u>63,610</u>	<u>98,593</u>	<u>3,286,875</u>	<u>3,465,268</u>
Net assets, end of year	<u>\$ 2,714,890</u>	<u>\$ 71,810</u>	<u>\$ 98,593</u>	<u>\$ 2,885,293</u>	<u>\$ 3,286,875</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF CASH FLOWS

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:		
Decrease in net assets	\$(401,582)	\$ (178,393)
Adjustments to reconcile decrease in net assets to net cash (used) provided by operating activities:		
Depreciation and amortization	232,086	213,251
Net realized and unrealized (gains) losses on investments	(21,008)	11,727
Bad debt expense	601,695	579,196
Change in fair value of interest rate swap contract	-	(9,420)
Changes in operating assets and liabilities:		
Accounts receivable, net	(781,037)	(25,341)
Prepaid expenses	(121,418)	91,154
Accounts payable and accrued expenses	159,479	240,075
Accrued payroll and related expenses and vacation	102,407	(142,928)
Medicaid payable	-	(22,617)
Deferred revenue	206,580	(5,000)
Contingency reserve	<u>(184,270)</u>	<u>(375,000)</u>
Net cash (used) provided by operating activities	<u>(207,068)</u>	376,704
Cash flows from investing activities:		
Purchases of investments	(792,603)	(504,735)
Proceeds from sale of investments	979,391	693,291
Purchase of fixed assets	<u>(57,599)</u>	<u>(50,951)</u>
Net cash provided by investing activities	129,189	137,605
Cash flows from financing activities:		
Proceeds from long-term debt and line of credit	400,000	200,000
Principal payments on long-term debt and line of credit	(189,439)	(329,729)
Payments on capital lease obligations	<u>(29,325)</u>	<u>(23,579)</u>
Net cash provided (used) by financing activities	<u>181,236</u>	<u>(153,308)</u>
Net increase in cash and cash equivalents	103,357	361,001
Cash and cash equivalents, beginning of year	<u>513,212</u>	<u>152,211</u>
Cash and cash equivalents, end of year	<u>\$ 616,569</u>	<u>\$ 513,212</u>
Supplemental disclosure of cash flow information:		
Cash paid for:		
Interest	<u>\$ 117,275</u>	<u>\$ 122,030</u>
Supplemental disclosure of noncash activities:		
Assets acquired under capital lease agreement	<u>\$ 41,467</u>	<u>\$ 63,788</u>
Refinancing of debt in 2015	<u>\$ -</u>	<u>\$ 1,074,406</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENT OF REVENUES AND FUNCTIONAL EXPENSES

Year Ended June 30, 2016

	Total Agency	Total Administration	Total Programs	Children and Adolescents	Elderly Services	Intake	Emergency Services Assessment	Brief/DRF	Vocational Services	Non-specialized Outpatient	Multi-Service Team
Program service fees											
Client fees, net	\$ 472,518	-	472,518	\$ (57,751)	\$ 64,465	\$ 2,774	\$ 17,025	\$ (4,492)	\$ 18,621	12,313	\$ 289,042
BC/BS, net	197,617	-	197,617	53,040	8,121	689	17,376	(17)	-	48,549	35,721
Medicaid, net	8,647,810	-	8,647,810	2,785,845	646,355	8,163	66,953	(63)	120,200	226,793	3,499,913
Medicare, net	621,069	-	621,069	673	76,504	3,410	14,080	-	34	195,799	290,070
Other insurance, net	184,847	-	184,847	43,927	9,620	1,404	10,668	28	-	42,790	36,202
Other program fees, net	780	-	780	-	-	-	-	-	580	-	200
Total program service fees, net	10,124,641	-	10,124,641	2,825,734	805,065	16,440	126,102	(4,544)	139,435	526,244	4,151,148
State of New Hampshire - BBH											
Federal grants	1,038,848	-	1,038,848	-	-	-	61,908	-	-	5,000	326,499
Rental income	384,837	-	384,837	-	-	-	-	-	-	-	40,300
Support, local governments	40,494	-	40,494	-	-	-	-	-	-	5,340	-
Contributions	68,779	-	68,779	-	-	-	-	-	-	68,779	-
United Way	14,505	-	14,505	-	-	-	-	-	-	14,495	-
Other revenue (including other and restricted)	1,596	-	1,596	-	-	-	-	-	-	6,852	-
	188,729	-	188,729	-	-	-	-	-	7,205	94,739	-
Total revenue	11,862,429	-	11,862,429	2,825,734	805,065	16,440	188,010	(4,544)	146,640	721,449	4,517,947

	Total Agency	Total Administration	Total Programs	Children and Adolescents	Elderly Services	Intake	Emergency Services Assessment	Brief/DRF	Vocational Services	Non-specialized Outpatient	Multi-Service Team
Expenses:											
Salaries and wages	\$ 7,153,700	\$ 560,806	\$ 6,592,894	\$ 1,291,889	\$ 356,477	\$ 38,023	\$ 173,682	\$ -	\$ 137,156	\$ 496,626	\$ 2,542,849
Employee benefits	1,024,274	144,276	879,998	177,106	38,070	16,507	2,681	-	22,811	53,887	361,978
Payroll taxes	533,488	40,492	492,996	98,216	26,642	2,854	13,265	-	10,115	36,148	191,122
Substitute staff	92,704	74,734	17,970	4,126	882	320	129	-	421	1,416	6,750
Accounting	46,781	43,813	2,968	-	-	-	203	-	-	2,968	-
Audit fees	12,800	9,984	28,267	6,490	1,387	503	-	-	662	2,228	10,618
Legal fees	1,565,094	258,254	1,306,840	240,476	55,980	19,560	7,752	-	25,588	89,675	455,151
Other prof. fees/consultations	484	79	405	93	20	7	3	-	9	33	152
Journals and publications	19,711	11,054	8,657	200	149	-	-	-	-	200	1,324
Conferences and conventions	913	1,156	(243)	(56)	(12)	(4)	(2)	-	(6)	(19)	(91)
Other staff development	-	(441)	441	(362)	(86)	(31)	(13)	-	(41)	(139)	(661)
Rent	75,313	-	75,313	-	-	-	-	-	-	75,313	-
Mortgage (interest)	18,134	2,947	15,187	3,125	745	270	109	-	355	1,197	5,705
Heating costs	88,204	14,333	73,871	15,197	3,625	1,314	529	-	1,729	5,823	27,749
Other utilities	170,114	34,092	136,022	27,984	6,675	2,420	974	-	3,183	10,720	51,096
Maintenance and repairs	26,627	20,814	5,813	876	187	68	27	-	89	300	1,432
Other occupancy costs	76,885	15,260	61,625	10,047	2,288	808	325	-	4,256	3,718	19,259
Office	29,565	4,804	24,761	5,094	1,215	441	177	-	579	1,952	9,301
Building/household	10,565	2,682	7,883	3,386	194	70	28	-	244	311	1,670
Food	3,728	3,445	283	65	14	5	2	-	7	23	106
Advertising	6,713	1,927	4,786	819	76	41	7	-	50	370	2,528
Printing	150,693	18,643	132,050	23,387	7,432	1,434	2,473	-	3,228	6,514	52,367
Telephone/communication	14,672	2,435	12,237	2,580	592	215	86	-	300	951	4,555
Postage/shipping	627	-	627	-	-	-	-	-	-	-	-
Board Members	179,382	3,926	175,456	23,768	16,979	256	294	-	3,701	1,166	91,244
Staff	2,200	2,000	200	-	-	-	-	-	-	-	-
Clients	234,815	(99)	234,914	5,794	4	-	-	-	57	-	1,680
Malpractice and bonding	174,225	28,312	145,913	30,019	7,161	2,596	1,045	-	3,415	11,497	54,811
Vehicles	3,896	633	3,263	671	160	58	23	-	76	258	1,226
Comprehensive property and liability	47,127	7,658	39,469	8,120	1,937	702	283	-	924	3,110	14,826
Interest expense	41,962	-	41,962	-	-	-	-	-	-	41,962	-
(other than mortgage)	129,361	32,777	96,584	-	-	-	-	-	-	96,584	-
Depreciation, equipment	101,878	572	101,306	-	-	-	-	-	-	101,306	-
Depreciation, building	31,035	7,330	23,705	4,877	1,163	422	170	-	555	1,867	8,905
Equipment rental	8,366	3,807	4,559	938	224	81	33	-	107	359	1,713
Equipment maintenance	33,998	23,241	10,757	1,736	568	10	4	-	13	6,730	1,288
Membership dues	115,726	23,512	92,214	19,006	4,534	1,644	662	-	2,162	7,110	34,703
Other expenditures	12,264,011	1,405,351	10,858,660	2,005,667	535,282	90,594	204,951	-	221,745	1,062,164	3,960,815
Total program expenses	-	(1,405,351)	1,405,351	251,645	66,643	693	21,060	-	24,662	189,676	485,067
Administrative allocation	12,264,011	-	12,264,011	2,257,312	601,925	91,287	226,011	-	246,407	1,251,840	4,445,882
Total expenses	\$ (401,582)	\$ -	\$ (401,582)	\$ 568,422	\$ 203,140	\$ (74,847)	\$ (38,001)	\$ (4,544)	\$ (99,767)	\$ (530,391)	\$ 72,065

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENT OF REVENUES AND FUNCTIONAL EXPENSES (CONTINUED)

Year Ended June 30, 2016

	ACT Team	Independent Housing	Substance Abuse	Supervised Visitation	Child Impact	Disaster	REAP	Court Division	SAMHSA	Research	RAISE
Program service fees	\$ 61,715	\$ (9,961)	\$ 45,392	\$ -	\$ 34,050	\$ -	\$ -	\$ -	\$ -	\$ (675)	\$ -
Client fees, net	7,816	-	26,322	-	-	-	-	-	-	-	-
BC/BS, net	868,285	351,447	73,919	-	-	-	-	-	-	-	-
Medicaid, net	21,074	56	19,369	-	-	-	-	-	-	-	-
Medicare, net	8,032	-	32,176	-	-	-	-	-	-	-	-
Other insurance, net	-	-	-	-	-	-	-	-	-	-	-
Other program fees, net	-	-	-	-	-	-	-	-	-	-	-
Total program service fees, net	966,922	341,542	197,178	-	34,050	-	-	-	-	(675)	-
State of New Hampshire - BBH	383,265	201,347	-	-	-	16,479	-	-	-	44,350	-
Federal grants	-	128,353	-	114,211	-	-	-	50,000	-	21,028	30,945
Rental income	-	35,154	-	-	-	-	-	-	-	-	-
Support, local governments	-	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-	-
United Way	-	(5,256)	10	-	-	-	-	-	-	-	-
Other revenue (including other and restricted)	-	-	-	-	-	-	7,346	-	79,439	-	-
Total revenue	1,350,187	701,140	197,188	114,211	34,050	16,479	7,346	50,000	79,439	64,703	30,945

ACT Team	Independent Housing	Substance Abuse	Supervised Visitation	Child Impact	Disaster	REAP	Court Division	SAMHSA	Research	RAISE
\$	\$ 431,716	\$ 294,580	\$ 63,189	\$ 26,350	\$ 7,383	-	\$ 44,948	\$ 59,209	\$ 52,707	\$ 16,649
Salaries and wages	78,521	14,189	13,823	-	-	-	16,137	1,815	24,312	1,884
Employee benefits	31,934	20,662	4,513	2,038	266	-	3,710	4,654	3,675	1,256
Payroll taxes	1,352	1,227	-	13	-	-	-	-	521	-
Substitute staff	-	-	-	-	-	-	-	-	-	-
Accounting	1,279	1,931	-	20	-	-	-	-	820	-
Audit fees	1,248	-	-	-	-	-	-	-	-	-
Legal fees	188,463	76,005	33,940	788	-	-	-	-	31,766	-
Other prof. fees/consultations	18	28	-	-	-	-	-	-	12	-
Journals and publications	3,694	75	1,500	-	-	-	-	1,400	-	-
Conferences and conventions	(11)	(17)	-	-	-	-	-	-	(7)	-
Other staff development	(122)	(120)	2,200	(1)	-	-	-	-	(51)	-
Rent	-	-	-	-	-	-	-	-	-	-
Mortgage (interest)	1,050	1,037	-	-	-	-	-	-	-	-
Heating costs	5,107	5,045	-	11	-	-	-	-	441	-
Other utilities	9,404	9,290	-	53	-	-	-	-	2,143	-
Maintenance and repairs	173	260	-	97	-	-	-	2,000	3,947	-
Other occupancy costs	4,067	3,399	104	3	-	-	-	322	111	-
Office	1,712	1,691	387	18	-	-	-	-	2,896	1,374
Building/household	338	297	-	3	32	-	-	482	718	-
Food	13	21	-	-	-	-	-	-	115	-
Advertising	244	374	-	1	-	-	61	31	27	30
Printing	15,062	9,136	517	58	-	-	1,681	340	2,778	-
Telephone/communication	851	824	-	9	-	-	-	-	367	-
Postage/shipping	-	-	627	-	-	-	-	-	-	-
Board Members	15,512	1,043	3,218	10	88	-	-	3,853	1,199	26
Staff	200	-	-	-	-	-	-	-	-	-
Clients	45,045	-	489	-	-	-	-	440	9,404	55
Client services	10,088	9,966	-	105	-	-	-	-	4,234	-
Malpractice and bonding	226	223	-	2	-	-	-	-	95	-
Vehicles	2,729	2,969	-	28	-	-	-	-	1,145	-
Comprehensive property and liability	-	-	-	-	-	-	-	-	-	-
Interest expense	-	-	-	-	-	-	-	-	-	-
(other than mortgage)	-	-	-	-	-	-	-	-	-	-
Depreciation, equipment	-	-	-	-	-	-	-	-	-	-
Depreciation, building	1,639	1,619	-	17	-	-	-	-	688	-
Equipment rental	315	311	-	3	-	-	-	-	132	-
Equipment maintenance	134	39	175	-	-	-	-	-	17	-
Membership dues	6,387	6,310	-	66	-	-	-	-	2,681	-
Other expenditures	973,342	871,049	124,682	32,667	7,769	-	66,537	74,546	146,901	21,274
Total program expenses	80,082	171,388	2,731	-	-	-	-	7,437	23,554	9,498
Administrative allocation	1,053,424	1,042,437	127,413	32,667	7,769	-	66,537	81,983	170,455	30,772
Total expenses	\$ 296,763	\$ (341,297)	\$ (13,202)	\$ 1,383	\$ 8,710	\$ 7,346	\$ (16,537)	\$ (2,544)	\$ (105,752)	\$ 173

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2016

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

1. Nature of Activities

Organization

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

The Organization is subject to a number of risks common to organizations currently serving this industry. Principal among these risks is the impact of budget cuts and healthcare reform and its effect on the Organization's current and anticipated levels of revenue in 2017. The Organization experienced losses from operations in 2016 and 2015 of \$475,646 and \$224,630, respectively. For fiscal 2017 and going forward, management has implemented various cost saving strategies to reduce its operating costs in line with current market conditions. Management believes that cash flows from operations will provide the necessary cash resources to fund the Organization's operations through June 30, 2017.

2. Significant Accounting Policies

Basis of Accounting

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

Use of Estimates

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

Cash and Cash Equivalents

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

Investments

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

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2016

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

2. Significant Accounting Policies (Continued)

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

Program Service Fees

Program service fees are charged at established rates and recognized as services are rendered. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to service fees. Net revenues from managed care represented approximately 65% and 59% of the Organization's net program service fees revenue for the years ended June 30, 2016 and 2015, respectively. Net revenues from the Medicaid program accounted for approximately 20% and 23% of the Organization's net program service revenue for the years ended June 30, 2016 and 2015, respectively.

An estimated breakdown of program service fees, net of the provision for bad debts, discounts and allowances, recognized in 2016 and 2015 from those major sources is as follows:

	<u>2016</u>	<u>2015</u>
Private pay	\$ 472,518	\$ 691,437
Commercial insurance	382,463	543,371
Medicaid	2,018,408	2,464,010
Medicare	621,069	554,662
Other payors	780	75,835
Managed care	<u>6,629,403</u>	<u>6,222,156</u>
	<u>\$10,124,641</u>	<u>\$10,551,471</u>

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the related expenditure is incurred. Grant monies received prior to fiscal year end are recorded as deferred revenue until such time funds are expended. The Organization has included within cash and cash equivalents in the accompanying statements of financial position grant monies received but not yet expended at June 30, 2016 totaling \$206,580.

Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payor sources. The increase in bad debt expense in 2016 as compared to 2015 is driven primarily by payor mix as well as collection trends.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2016

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

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

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2016 and 2015. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Debt Issuance Costs

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

Property and Equipment

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

Furniture and equipment	3 - 7 years
Real estate and improvements, excluding land	5 - 39 years
Computer equipment and software	3 - 10 years
Vehicles	5 years

Temporarily and Permanently Restricted Net Assets

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

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

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2016

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

2. Significant Accounting Policies (Continued)

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

Investment Return Objectives, Risk Parameters and Strategies

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

Spending Policy

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

Donor Restricted Gifts

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

Reclassifications

Certain 2015 amounts have been reclassified to permit comparison with the 2016 financial statements presentation format.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2016

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

2. Significant Accounting Policies (Continued)

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through January 13, 2017 which is the date the financial statements were available to be issued.

Recent Accounting Pronouncement

In May 2014, the FASB issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the Organization expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the Organization on July 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The Organization is evaluating the impact that ASU 2014-09 will have on its financial statements and related disclosures.

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

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the Organization on July 1, 2020, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Organization is currently evaluating the impact of the pending adoption of ASU 2016-02 on its financial statements.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2016

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

2. Significant Accounting Policies (Continued)

In August 2016, the FASB issued ASU No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities (Topic 958)* (ASU 2016-14). Under ASU 2016-14, the existing three-category classification of net assets (i.e., unrestricted, temporarily restricted and permanently restricted) will be replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions". ASU 2016-14 also enhances certain disclosures regarding board designations, donor restrictions and qualitative information regarding management of liquid resources. In addition to reporting expenses by functional classifications, ASU 2016-14 will also require the financial statements to provide information about expenses by their nature, along with enhanced disclosures about the methods used to allocate costs among program and support functions. ASU 2016-14 is effective for the Organization's fiscal year ending June 30, 2019, with early adoption permitted. The Organization is currently evaluating the impact of the pending adoption of ASU 2016-14 on its financial statements.

3. Concentrations of Credit Risk

Financial instruments which subject the Organization to credit risk consist of cash and cash equivalents, accounts receivable and investments. The Organization maintains cash accounts in financial institutions which are insured by federal agencies up to \$250,000. At times throughout the year, the balances may exceed this limit. The risk with respect to cash equivalents is minimized by the Organization's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Organization's investment portfolio consists of diversified investment funds, which are subject to market risk. No individual securities of funds represent greater than 10% of total investments. The mix of gross receivables from patients and third-party payors as of June 30, 2016 and 2015 is as follows:

	<u>2016</u>	<u>2015</u>
Medicare	4%	5%
Medicaid	7	16
Other third-party payors	3	3
Patients	76	69
Managed care	<u>10</u>	<u>7</u>
	<u>100%</u>	<u>100%</u>

4. Investments

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

	<u>2016</u>	<u>2015</u>
Equities	\$ 902,240	\$ 971,633
Fixed income	<u>766,591</u>	<u>862,978</u>
Total investments	<u>\$1,668,831</u>	<u>\$1,834,611</u>

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2016

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

4. Investments (Continued)

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

	<u>2016</u>	<u>2015</u>
Unrestricted:		
Investment income	\$ 51,081	\$ 56,056
Net realized and unrealized gains (losses) on investments	<u>19,904</u>	<u>(11,178)</u>
	70,985	44,878
Temporarily restricted:		
Investment income	1,975	1,908
Net realized and unrealized gains (losses) on investments	<u>1,104</u>	<u>(549)</u>
	<u>3,079</u>	<u>1,359</u>
	<u>\$ 74,064</u>	<u>\$ 46,237</u>

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

5. Fair Value Measurements

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

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

- Level 1 – inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.
- Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2016

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

5. Fair Value Measurements (Continued)

- Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models and similar techniques.

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

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

Investments

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

For the fiscal years ended June 30, 2016 and 2015, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following presents the balances of assets and liabilities measured at fair value on a recurring basis at June 30:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2016</u>				
Equities:				
Common stock	\$ 488,444	\$ –	\$ –	\$ 488,444
Mutual funds/exchange-traded funds	413,796	–	–	413,796
Fixed income:				
U.S. Treasury bonds	294,900	–	–	294,900
Corporate bonds	–	58,122	–	58,122
Mortgage backed securities	122,549	–	–	122,549
Corporate bond mutual funds	275,817	–	–	275,817
International bonds	<u>15,203</u>	<u>–</u>	<u>–</u>	<u>15,203</u>
	<u>\$1,610,709</u>	<u>\$ 58,122</u>	<u>\$ –</u>	<u>\$1,668,831</u>

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2016

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

5. Fair Value Measurements (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2015</u>				
Equities:				
Common stock	\$ 851,211	\$ -	\$ -	\$ 851,211
Mutual funds/exchange-traded funds	120,422	-	-	120,422
Fixed income:				
U.S. Treasury bonds	342,210	-	-	342,210
Corporate bonds	-	237,441	-	237,441
Mortgage backed securities	134,472	-	-	134,472
Corporate bond mutual funds	108,604	-	-	108,604
International bonds	<u>40,251</u>	<u>-</u>	<u>-</u>	<u>40,251</u>
	<u>\$1,597,170</u>	<u>\$237,441</u>	<u>\$ -</u>	<u>\$1,834,611</u>

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

6. Property and Equipment

Property and equipment consists of the following at June 30:

	<u>2016</u>	<u>2015</u>
Real estate and improvements	\$ 4,904,730	\$ 4,856,072
Furniture and equipment	232,803	227,364
Computer equipment	209,699	164,730
Software	660,917	660,917
Vehicles	<u>32,766</u>	<u>32,766</u>
	6,040,915	5,941,849
Less accumulated depreciation	<u>(3,095,208)</u>	<u>(2,863,969)</u>
Total property and equipment, net	<u>\$ 2,945,707</u>	<u>\$ 3,077,880</u>

The net carrying value of assets held under capital leases was \$148,212 and \$150,599 at June 30, 2016 and 2015, respectively.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2016

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

7. Contingency Reserve and Contract Payables

The Organization receives money for patient services billed under the Medicare and Medicaid programs. If billings for patient services are deemed by the federal government upon audit to not be in compliance with the provisions of the Medicare and Medicaid programs, the Organization will be required to repay the funds. As of June 30, 2016 and 2015, the Organization has accrued \$54,475 and \$238,745, respectively, for such contingencies. The decrease in the accrual in 2016 is due to management's assessment that exposures to Medicare and Medicaid program noncompliance were significantly reduced in 2016.

At June 30, 2015, the Organization had accrued \$225,000 in contract payables related to a managed care contract that went into effect during fiscal year 2015. Activity under that managed care contract continued into fiscal year 2016. In 2016, the Organization settled its cumulative activity with the managed care provider and, as a result, accrued an amount due to the managed care provider of \$429,004 as of June 30, 2016. Amounts due to the managed care provider were paid in installments as outlined in the settlement agreement through December 2016 and are recorded within accounts payable and accrued expenses in the accompanying balance sheets.

8. Tax Deferred Annuity Plan

The Organization has a 403(b) employer sponsored retirement plan. All employees are eligible to participate as of the date of hire. The Organization offers a match of dollar-for-dollar up to 4% of annual salary. To be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In April 2014, the employer match was suspended. There was no benefit expense associated with this plan for the years ended June 30, 2016 or 2015.

9. Endowment Funds and Net Assets

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

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2016</u>				
Board/donor-restricted endowment fund	<u>\$1,606,577</u>	<u>\$ 4,559</u>	<u>\$98,593</u>	<u>\$1,709,729</u>
<u>2015</u>				
Board/donor-restricted endowment fund	<u>\$1,792,098</u>	<u>\$ 1,359</u>	<u>\$98,593</u>	<u>\$1,892,050</u>

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

	<u>2016</u>	<u>2015</u>
Cash and cash equivalents	\$ 40,898	\$ 57,439
Investments	<u>1,668,831</u>	<u>1,834,611</u>
	<u>\$1,709,729</u>	<u>\$1,892,050</u>

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2016

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

9. Endowment Funds and Net Assets (Continued)

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

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2014	\$2,005,502	\$ -	\$98,593	\$2,104,095
Investment return:				
Investment income	55,242	2,716	-	57,958
Net depreciation (realized and unrealized)	(11,178)	(549)	-	(11,727)
Investment fees	<u>(16,390)</u>	<u>(808)</u>	<u>-</u>	<u>(17,198)</u>
Total investment return	27,674	1,359	-	29,033
Appropriation of endowment assets for expenditure	<u>(241,078)</u>	<u>-</u>	<u>-</u>	<u>(241,078)</u>
Endowment net assets, June 30, 2015	1,792,098	1,359	98,593	1,892,050
Contributions	-	121	-	121
Investment return:				
Investment income	50,244	2,803	-	53,047
Net appreciation (realized and unrealized)	19,904	1,104	-	21,008
Investment fees	<u>(14,940)</u>	<u>(828)</u>	<u>-</u>	<u>(15,768)</u>
Total investment return	55,208	3,079	-	58,287
Appropriation of endowment assets for expenditure	<u>(240,729)</u>	<u>-</u>	<u>-</u>	<u>(240,729)</u>
Endowment net assets, June 30, 2016	<u>\$1,606,577</u>	<u>\$4,559</u>	<u>\$98,593</u>	<u>\$1,709,729</u>

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

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2016

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

10. Line of Credit and Long-Term Debt

The Organization maintains a \$1,000,000 revolving line-of-credit with TD Bank, secured by a mortgage on real property and substantially all business assets, and carrying a variable interest rate of prime plus 1.0% adjusted daily with a floor rate of 4.00% (4.50% at June 30, 2016). Interest is payable monthly. The line-of-credit had an outstanding balance of \$1,000,000 and \$700,000 at June 30, 2016 and 2015, respectively. The line of credit agreement had a maturity date of November 29, 2016 and was subsequently extended through January 31, 2018. The line of credit renewal also modified certain financial covenants.

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

	<u>2016</u>	<u>2015</u>
Note payable, TD Bank, secured by mortgaged property, with a fixed interest rate of 4.00%, monthly principal and interest payments due of \$7,978 (based on a 15 year amortization period), with a balloon payment for the remaining principal in January 2017	\$ 997,953	\$ 1,051,909
Note payable, TD Bank and New Hampshire Higher Educational and Health Facilities Authority (HEFA). TD Bank participated in 70% of the original principal balance, and HEFA participated in 30% of the original principal balance. At June 30, 2016 and 2015, 100% of the principal balance remaining is to TD Bank. The note is secured by mortgaged property, with interest at a blended fixed rate of 4.233% through July 29, 2015 which was adjusted to a fixed rate for the remaining note term based on the Federal Home Loan Bank Boston Five Year Classic Advance Rate plus 2.65% on August 22, 2015 (4.81%), monthly principal and interest payments due of \$6,016, with a balloon payment due for the remaining principal on July 29, 2020	<u>734,600</u>	<u>770,083</u>
	<u>\$ 1,732,553</u>	<u>\$ 1,821,992</u>

Subsequent to year end, the Organization entered into an amended and restated note payable with TD Bank to refinance the outstanding note payable totaling \$997,953 at June 30, 2016. The amount refinanced under this agreement in January 2017 totaled \$970,143. The agreement calls for monthly principal and interest payments of \$8,133 through January 2019 (based on a 156 month amortization period), at which time a final balloon payment is due totaling approximately \$860,000. The note payable bears interest at a fixed rate of 4.25% and also modified certain financial covenants.

Subsequent to the debt refinancing discussed above, aggregate maturities required on long-term debt for each of the five years ending June 30 are as follows:

2017	\$ 89,196
2018	98,040
2019	929,428
2020	43,524
2021	<u>572,365</u>
	<u>\$ 1,732,553</u>

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2016

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

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

TD Bank requires that the Organization meet certain financial covenants. The Organization must meet 75% of the projected EBITDA of \$95,000 for the fiscal year ended June 30, 2016. The Organization must maintain a minimum unrestricted liquidity in the endowment of \$1,250,000 at all times. The Organization was not in compliance with the EBITDA covenant as of June 30, 2016. The bank waived this requirement on November 18, 2016.

In November 2009, the Organization entered into an interest rate swap contract with TD Bank in order to reduce the impact of changes in interest rates in conjunction with a previous mortgage payable. The interest rate swap contract matured on November 18, 2014 and there was no remaining liability as of June 30, 2016 or 2015.

11. Leases

The Organization rents additional housing space in Nashua, NH to be used for patient housing by the housing program. The Organization receives subsidies for reimbursement of expenses per a State contract to offset expenses not covered by patient reimbursement for rent. These leases began to expire in July 2015. The required monthly rental payments range from \$1,200 to \$1,400 and total \$3,900 per month. Total rent expense under these agreements amounted to \$68,900 and \$85,800 for the years ended June 30, 2016 and 2015, respectively.

Rent expense of \$12,079 and \$52,546 for various equipment was incurred during the years ended June 30, 2016 and 2015, respectively, under noncancellable operating lease agreements covering a term greater than one year.

During 2015, the Organization entered into a capital lease arrangement for computers, which calls for monthly principal and interest payments of \$1,995 through April 2018. During 2016, the Organization entered into another capital lease arrangement for computers, which calls for monthly principal and interest payments of \$1,246 through November 2018.

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

	<u>Operating Leases</u>	<u>Capital Lease</u>
2017	\$ 19,279	\$ 38,888
2018	12,079	34,899
2019	12,079	6,228
2020	<u>9,380</u>	<u>—</u>
Total payments	<u>\$ 52,817</u>	80,015
Less amounts representing interest		<u>(7,629)</u>
Present value of total minimum lease payments		<u>\$ 72,386</u>

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2016

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

12. Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2016, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Greater Nashua Mental Health Center

at Community Council

BOARD OF DIRECTORS 2017

March 22, 2017

PRESIDENT
FIRST VICE PRESIDENT
SECRETARY
TREASURER
PRESIDENT/CEO

Elizabeth Sheehan
Pamela Burns
Jone Labombard
Marie Tule, CPA
Craig Amoth

TERM EXPIRES FEBRUARY 2020

Pamela Burns (2011)
Christine M. Furman (2014)
Tanya L. Spony, Esq. (2014)
Aaron Telage, CPA (2017)
Marie Tule, CPA (2011)
Donna Upson (2017)
Diane Vienneau (2017)

EXPIRES FEBRUARY 2019

Lt Robert Giggi (2016)
Jone Labombard (2010)
Laura K. Maistrosky, Esq (2016)

TERM EXPIRES FEBRUARY 2018

Emily Blatt (2015)
Elizabeth Sheehan (2015)
Mary Ann Somerville (2012)

EMERITUS BOARD

Sanders F. Burnstein, MD
James S. Fasoli
Kathie Rice Orshak, MA
Edmund Sylvia



CRAIG D. AMOTH

EMPLOYMENT OBJECTIVE:

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

EMPLOYMENT HISTORY:

Executive

Director Greater Nashua Mental Health Center, at Community Council

Nashua, MH

Dates of employment: July '15 – Present

Duties: Responsible for the overall operations of the Community Behavioral Health Center in the second largest city in New Hampshire, providing a comprehensive array of behavioral health services to residents in the southernmost part of the State. The agency has a staff of approximately 225, with an annual budget of 13 million; serving over 5,000 clients per year.

President

& CEO Behavioral Health Services North

Plattsburgh, NY

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

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

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

Consultant & Interim Director of Development and Community Relations

Visiting Nurse & Hospice of VT and NH

West Lebanon, NH

Dates of employment: Jan.-Sept. 2012

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

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

CEO Range Mental Health Center

Virginia, MN

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

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

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

Executive Director: Familystrength

Concord, NH

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

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

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

Owner: The Wellness Center

Powell, Wyoming

Dates of employment: 2004 - 2005

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

Executive Park County Mental Health Center

Director: Cody, Wyoming Dates of employment: 1996 – 2004

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

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

Results: Development of a comprehensive system of mental health care that encompassed youth through the elderly—utilizing evidenced based models where appropriate.

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

Program HSI Counseling/EAP Services, Human Services Inc.

Manager: Denver, Colorado Dates of employment: 1994 – 1996

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

Program Child and Family Services, Aurora Community Mental Health Center

Manager: Aurora, Colorado Dates of employment: 1991 – 1994

Duties: Provided direct supervision to a staff of six full-time and two part-time employees. Responsible for overall program operations, management of the program budget, development and implementation of staff training, program policies, as well as new initiatives to meet community needs. Provided direct service to agency clients. Implemented a brief-therapy training program to facilitate therapists becoming more efficient and effective in their delivery of clinical services in preparation for managed

care/capitated Medicaid contracts. Successful in writing and securing grants. Served as the consultant and liaison to the Denver Metro area children's psychiatric hospitals and the state Hospital at Fort Logan—assisting them in developing appropriate service plans and obtaining the necessary discharge support services in the community.

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

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

Program Manager: **CrossStreets for Youth/Families, St. Paul Youth Service Bureau**
St. Paul, Minnesota Dates of employment: 1987 – 1988

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

Executive Director: **Alpha House Youth Care Inc.**
Menomonie, Wisconsin Dates of employment: 1980 – 1985

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

ACADEMIC ACHIEVEMENTS:

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

Master of Science Guidance and Counseling
University of Wisconsin-Stout

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

Certificate Nonprofit Financial Stewardship
Harvard Kennedy School

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

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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Greater Nashua Mental Health Center

Name of Contract: Mental Health Services

BUDGET PERIOD:		SFY 18 (Jul 1, 2017 thru Jun 30, 2018)			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT	
Dr. Marilou P. Tyner	Chief Medical Officer	TBD	TBD	#VALUE!	
Craig D. Amoth	President & CEO	TBD	TBD	#VALUE!	
Dr. Cynthia Whitaker	Chief of Services	TBD	TBD	#VALUE!	
Patrick Ulmen	Chief Information Officer	TBD	TBD	#VALUE!	
Janis Belmonte	Director of Finance	TBD	TBD	#VALUE!	
Ellen Constant	Human Resources Manager	TBD	TBD	#VALUE!	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				#VALUE!	

BUDGET PERIOD:		SFY 19 (Jul 1, 2018 thru Jun 30, 2019)			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT	
Dr. Marilou P. Tyner	Chief Medical Officer	TBD	TBD	#VALUE!	
Craig D. Amoth	President & CEO	TBD	TBD	#VALUE!	
Dr. Cynthia Whitaker	Chief of Services	TBD	TBD	#VALUE!	
Patrick Ulmen	Chief Information Officer	TBD	TBD	#VALUE!	
Janis Belmonte	Director of Finance	TBD	TBD	#VALUE!	
Ellen Constant	Human Resources Manager	TBD	TBD	#VALUE!	
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				#VALUE!	

Subject: Mental Health Services (SS-2018-DBH-01-MENTA-07)

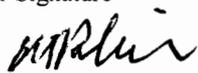
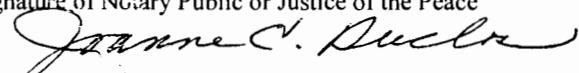
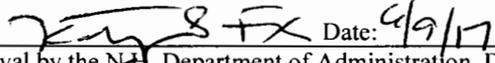
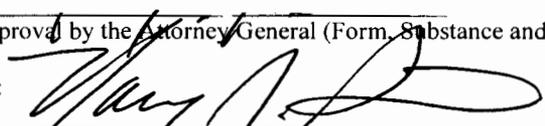
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center of Greater Manchester		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103-3628	
1.5 Contractor Phone Number 603-668-4111	1.6 Account Number 05-95-92-922010-[4117, 4121, 2053]; 05-95-42-421010-2958; 05-95-42-423010-7926	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$3,394,980
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 William Rider, President/Chief Executive Officer	
1.13 Acknowledgement: State of NH, County of Hillsborough 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  [Seal]		JOANNE C. DUCLOS, Notary Public My Commission Expires September 18, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <u>6/9/17</u>		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/13/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

WR
6/7/17

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 Glencliff 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.

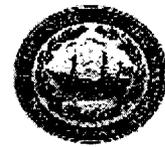


Exhibit A

- 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 (APRTP).
- 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.

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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.



Exhibit A

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 Glencliff 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 Glencliff 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.



Exhibit A

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

- 23.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have SMI, or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- 23.2. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- 23.3. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 23.4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services (BHHS).
- 23.5. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 23.6. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 23.7. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

24. REFUGEE INTERPRETER SERVICES

- 24.1. General funds shall be used to provide language interpreter services for eligible uninsured, non-English speaking refugees receiving community mental health services through the mental health provider. This Contractor was chosen to receive these funds because it is located in one of the primary refugee resettlement areas in New Hampshire.



Exhibit A

25. CYPRESS CENTER

25.1. The Contractor shall operate an Inpatient Crisis Unit on Cypress Street in Manchester, NH to reduce the census at New Hampshire Hospital. The Contractor shall maintain an occupancy rate of eighty percent (80%) and shall admit one hundred and fifty (150) individuals annually on involuntary emergency admission status. If, at the end of the quarter, the Contractor has not met the standard for occupancy or involuntary emergency admissions, the Contractor shall submit a corrective action plan on a schedule that is mutually agreeable to the parties.

26. INSTITUTIONAL REVIEW BOARD

26.1. The Institutional Review Board (IRB) is a ten (10) member board that is responsible for reviewing all proposals that are submitted that involve research on individuals with mental illness. The IRB is also called "The Committee for the Protection of Human Subjects". Federal law requires that any time federal dollars are to be used for research on humans, the State must have an IRB. These funds pay for one (1) part-time administrator and one (1) part-time secretary. The IRB reviews approximately one hundred (100) research proposals per year. Most of these proposals deal with the use and effect of different drugs on people with mental illness.

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

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

27.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and

27.1.2. 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.

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

28.1. 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 #: 93.150
Federal Agency: U.S. Department of Health and Human Services
Program Title: Projects for Assistance in Transition from Homelessness (PATH) PL 101-645
FAIN: SM016030-14

CFDA #: 93.778
Federal Agency: 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:



Exhibit B

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.

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
Cypress Center	\$ 675,000	\$ 675,000
Institutional Review Board	\$ 63,000	\$ 63,000
Refugee Interpreter Services	\$ 14,000	\$ 14,000
Div. for Children Youth and Families (DCYF) Consultation	\$ 3,540	\$ 3,540
Emergency Services	\$ 440,884	\$ 440,884
Assertive Community Treatment Team (ACT) - Adults	\$ 450,000	\$ 450,000
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
Projects For Assistance In Transition From Homelessness (PATH) Services	\$ 40,121	\$ 40,121
Total	\$1,699,490	\$1,695,490

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

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. 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: SFY _____ BUDGET		Total Agency	Total Administration 180	Total Programs	Maintenance 100	Children & Adolescents 101	Older Adult Services 102	Intake 103	Emergency Services/ Assessment 104	Brief/D 108
400	PROG. SERV. FEES									
401	Net client fees	0	0	0	0	0	0	0	0	0
402	HMO's	0	0	0	0	0	0	0	0	0
403	BC/BS	0	0	0	0	0	0	0	0	0
404	Medicaid	0	0	0	0	0	0	0	0	0
405	Medicare	0	0	0	0	0	0	0	0	0
408	Other insurance	0	0	0	0	0	0	0	0	0
411	Other program fees	0	0	0	0	0	0	0	0	0
	SUBTOTAL	0	0	0	0	0	0	0	0	0
420	PROG. SALES									
421	Production	0	0	0	0	0	0	0	0	0
422	Service	0	0	0	0	0	0	0	0	0
430	PUBLIC SUPPORT									
431	United Way	0	0	0	0	0	0	0	0	0
432	Local/County Government	0	0	0	0	0	0	0	0	0
433	Donations/Contributions	0	0	0	0	0	0	0	0	0
434	Bur. Developmental Services	0	0	0	0	0	0	0	0	0
435	Other public support	0	0	0	0	0	0	0	0	0
438	Div. Voc. Rehab.	0	0	0	0	0	0	0	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0	0	0
438	Div. for Children, Youth & Families	0	0	0	0	0	0	0	0	0
439	State Emergency Shelter Grant	0	0	0	0	0	0	0	0	0
440	FEDERAL FUNDING									
441	Block Grants	0	0	0	0	0	0	0	0	0
444	HUD	0	0	0	0	0	0	0	0	0
445	Other Federal Grants	0	0	0	0	0	0	0	0	0
448	PATH	0	0	0	0	0	0	0	0	0
448	MHSIP	0	0	0	0	0	0	0	0	0
450	OTHER REVENUE									
451	Rental Income	0	0	0	0	0	0	0	0	0
452	Interest Income	0	0	0	0	0	0	0	0	0
453	In-Kind Donations	0	0	0	0	0	0	0	0	0
454	All Other Revenue	0	0	0	0	0	0	0	0	0
480	BBH									
481	Bur. of Behavioral Health	0	0	0	0	0	0	0	0	0
482	Other BBH	0	0	0	0	0	0	0	0	0
	SUBTOTAL	0	0	0	0	0	0	0	0	0
500	General Management Allocation	0	0	0	0	0	0	0	0	0

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6/17/17

New Hampshire Department of Health and Human Services
Mental Health Services

Exhibit B, Appendix 1

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

Handwritten signature and date:
6/7/17

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
752	Clothing	0	0	0	0	0	0	0
760	INSURANCE							
761	Malpractice & Bonding	0	0	0	0	0	0	0
762	Vehicles	0	0	0	0	0	0	0
763	Comprehensive, Property & Liability	0	0	0	0	0	0	0
800	OTHER EXPENDITURES							
801	Interest Expense (other than Mortgage Interest)	0	0	0	0	0	0	0
802	In-Kind Expense	0	0	0	0	0	0	0
803	Depreciation, Equipment	0	0	0	0	0	0	0
804	Depreciation, Building	0	0	0	0	0	0	0
805	Equipment Rental	0	0	0	0	0	0	0
806	Equipment Maintenance	0	0	0	0	0	0	0
807	Membership Dues	0	0	0	0	0	0	0
810	Other Expenditures	0	0	0	0	0	0	0
	TOTAL EXPENSES	0						
900	Administrative Allocation	0	0	0	0	0	0	0
	TOTAL PROGRAM EXPENSES	0						
	SURPLUS/(DEFICIT)	0						
	Total Revenue - Total Expense (line 49 - 115)							
	BBH Revenue w/Match	0	-	0	-	-	-	-
	Total Fees less Medicaid	0	-	0	-	-	-	-
	BBH Revenue	0	-	0	-	-	-	-
	Personnel Expense	0	-	0	-	-	-	-

WMM
6/17/17



SPECIAL PROVISIONS

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

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



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department 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.



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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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.



Exhibit C-1

- 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.

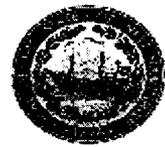


Exhibit C-1

- 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;

[Handwritten Signature]
Date 10/7/17

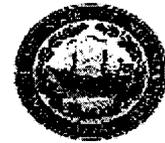


Exhibit C-1

- 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.

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Exhibit C-1

- 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.

6/7/17



- 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.

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Exhibit C-1

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.

Handwritten signature in black ink.



Exhibit C-1

- 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.

Handwritten initials in black ink, appearing to be 'JML'.

Handwritten date in black ink, appearing to be '10/7/17'.



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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


Date 6/7/17



- 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)

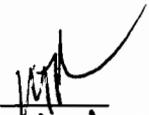
401 Cypress St, Manchester, NH 03103

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

Contractor Name: The Mental Health Center of Greater Manchester

6/7/17
Date


Name: William Rider
Title: President/Chief Executive Officer

Contractor Initials 
Date 6/7/17



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: The Mental Health Center of Greater Manchester

6/7/17
Date

William Rider
Name: William Rider
Title: President/Chief Executive Officer



**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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: The Mental Health Center of Greater
Manchester

6/7/17
Date


Name: William Rider
Title: President/Chief Executive Officer

Contractor Initials WR
Date 6/7/17



**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

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

6/27/17

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: The Mental Health Center of Greater
Manchester

6/7/17
Date


Name: William Rider
Title: President/Chief Executive Officer

Exhibit G

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

Contractor Initials 



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: The Mental Health Center of Greater
Manchester

6/7/17
Date


Name: William Rider
Title: President/Chief Executive Officer



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/9/17
Date

The Mental Health Center of Greater Manchester
Name of the Contractor

William Rider
Signature of Authorized Representative

William Rider
Name of Authorized Representative

President/Chief Executive Officer
Title of Authorized Representative

6/7/17
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: The Mental Health Center of
Greater Manchester

6/17/17
Date


Name: William Rider
Title: President/Chief Executive Officer



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: 073978280
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

WTH
6/7/17

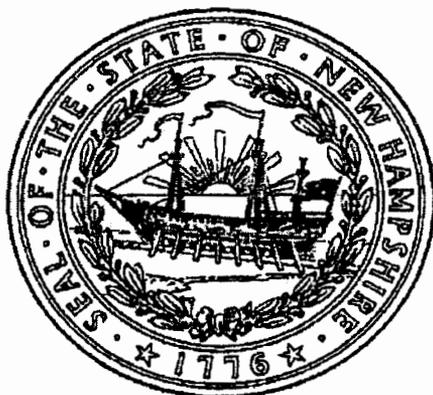
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 17, 1960. 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: 63323



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on May 31, 2017:
(Date)

RESOLVED: That the President/Chief Executive Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 7th day of June, 2017.
(Date Contract Signed)

4. William Rider is the duly elected President/Chief Executive Officer
(Name of Contract Signatory) Title of Contract Signatory)

of the Agency.

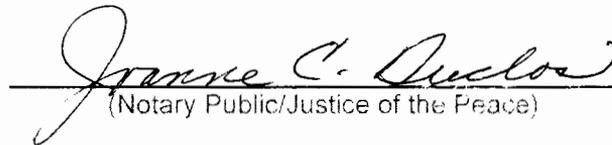

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 7th day of June, 2017.

By Thomas Lavoie
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: September 18, 2018

JOANNE C. DUCLOS, Notary Public
My Commission Expires September 18, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)

3/22/2017

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

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

PRODUCER CGI Insurance 171 Londonderry Turnpike Hooksett NH 03106 INSURED The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street Manchester NH 03103-3628	CONTACT NAME: Mark Harvie PHONE (A.C. No. Ext.): (603) 232-9306 FAX (A.C. No.): (603) 622-4618 E-MAIL ADDRESS: mharvie@cgibusinessinsurance.com <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Philadelphia Insurance</td> <td></td> </tr> <tr> <td>INSURER B: A.I.M. Mutual</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance		INSURER B: A.I.M. Mutual		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Insurance															
INSURER B: A.I.M. Mutual															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 17/18 Master** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Prof. Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK1628939	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1628939	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHOB577371	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ECC6004000298 3a State(s): NH	9/12/2016	9/12/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
****Supplemental Names** Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.**
 This Certificate is issue for insured operations usual to Mental Health Services.

CERTIFICATE HOLDER

CANCELLATION

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

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Mission & Vision

Mission

To empower individuals to achieve recovery and promote personal and community wellness through an accessible, comprehensive, integrated and evidence-based system of mental health care.

Vision

To promote prevention, recovery and wellness and strive to be a center of excellence and sought after partner in developing and delivering state-of-the-art mental health treatment, integrated within our community.

u/d 6/15

**The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.**

COMBINING FINANCIAL STATEMENTS

June 30, 2016

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
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June 30, 2016

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.

We have audited the accompanying combining financial statements of The Mental Health Center of Greater Manchester, Inc. and its affiliate Manchester Mental Health Foundation, Inc. (nonprofit organizations) which comprise the combining statement of financial position as of June 30, 2016, and the related combining statements of activities and cash flows for the year then ended, and the related notes to the combining financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

To the Board of Directors
of The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
Page 2

Opinion

In our opinion, the combining financial statements referred to above present fairly, in all material respects, the individual and combining financial positions of The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. as of June 30, 2016, and the activities and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the combining financial statements as a whole. The supplementary information on pages 17 through 21 is presented for the 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 audit 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.

Kittell Branagan & Synt

St. Albans, Vermont
October 14, 2016

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF FINANCIAL POSITION
June 30, 2016

	<u>ASSETS</u>			
	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
CURRENT ASSETS				
Cash	\$ 7,656,046	\$ 23,234	\$ -	\$ 7,679,280
Accounts Receivable, net	2,347,951	-	-	2,347,951
Other Accounts Receivable	353,175	266,191	(266,191)	353,175
Grant Receivable	13,044	-	-	13,044
Investments	-	3,047,528	-	3,047,528
Prepaid Expenses	201,296	-	-	201,296
TOTAL CURRENT ASSETS	<u>10,571,512</u>	<u>3,336,953</u>	<u>(266,191)</u>	<u>13,642,274</u>
PROPERTY, PLANT AND EQUIPMENT,				
Net of accumulated depreciation	<u>3,310,454</u>	<u>-</u>	<u>-</u>	<u>3,310,454</u>
TOTAL ASSETS	<u>\$ 13,881,966</u>	<u>\$ 3,336,953</u>	<u>\$ (266,191)</u>	<u>\$ 16,952,728</u>
<u>LIABILITIES AND NET ASSETS</u>				
CURRENT LIABILITIES				
Accounts Payable	\$ 204,202	\$ -	\$ -	\$ 204,202
Due To Affiliate	266,191	-	(266,191)	-
Accrued Payroll & Vacation, other accruals	2,840,696	712	-	2,841,408
Deferred Revenue	54,278	-	-	54,278
Amounts held for Patients and Other Deposits	<u>5,739</u>	<u>-</u>	<u>-</u>	<u>5,739</u>
TOTAL CURRENT LIABILITIES	<u>3,371,106</u>	<u>712</u>	<u>(266,191)</u>	<u>3,105,627</u>
EXTENDED ILLNESS LEAVE, Long term	<u>408,496</u>	<u>-</u>	<u>-</u>	<u>408,496</u>
POST-RETIREMENT BENEFIT OBLIGATION	<u>80,600</u>	<u>-</u>	<u>-</u>	<u>80,600</u>
NET ASSETS				
Unrestricted	10,021,764	3,026,779	-	13,048,543
Temporarily restricted	-	77,165	-	77,165
Permanently restricted	<u>-</u>	<u>232,297</u>	<u>-</u>	<u>232,297</u>
TOTAL NET ASSETS	<u>10,021,764</u>	<u>3,336,241</u>	<u>-</u>	<u>13,358,005</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 13,881,966</u>	<u>\$ 3,336,953</u>	<u>\$ (266,191)</u>	<u>\$ 16,952,728</u>

See Accompanying Notes to Financial Statements

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2016

	MHCGM	Foundation			Eliminating Entries	Combined Total
	Unrestricted	Unrestricted	Temporarily Restricted	Permanently Restricted		
REVENUE AND OTHER SUPPORT						
Program Service Fees	\$ 21,986,089	\$ -	\$ -	\$ -	\$ -	\$ 21,986,089
Fees and Grants from Governmental Agencies	1,778,421	-	-	-	-	1,778,421
Rental Income	133,447	-	-	-	-	133,447
Other Income	1,239,753	-	-	-	-	1,239,753
TOTAL REVENUE AND OTHER SUPPORT	25,137,710	-	-	-	-	25,137,710
OPERATING EXPENSES						
Program Services:						
Children & Adolescents	3,906,883	-	-	-	-	3,906,883
Elderly	324,274	-	-	-	-	324,274
Emergency Services	1,691,483	-	-	-	-	1,691,483
Vocational Services	467,100	-	-	-	-	467,100
Non-Eligibles	1,428,762	-	-	-	-	1,428,762
Multi-Service Team	9,458,835	-	-	-	-	9,458,835
Crisis Unit	2,429,034	-	-	-	-	2,429,034
Community Residences & Support Living	1,215,246	-	-	-	-	1,215,246
Other	1,170,536	-	-	-	-	1,170,536
Total Program Services	22,092,153	-	-	-	-	22,092,153
Supporting Services						
Management and General	2,676,398	-	-	-	(300,000)	2,376,398
TOTAL OPERATING EXPENSES	24,768,551	-	-	-	(300,000)	24,468,551
INCOME FROM OPERATIONS	369,159	-	-	-	300,000	669,159
NON-OPERATING REVENUE/(EXPENSES)						
Contributions	208,758	300,000	10,736	222	(300,000)	219,716
Interest/Dividend Income	3,497	104,490	-	-	-	107,987
Investment Loss	-	(110,445)	-	-	-	(110,445)
Dues	-	(4,800)	-	-	-	(4,800)
Miscellaneous Expenses	-	(8,259)	-	-	-	(8,259)
NON-OPERATING REVENUE/ (EXPENSES), NET	212,255	280,986	10,736	222	(300,000)	204,199
INCREASE IN NET ASSETS	581,414	280,986	10,736	222	-	873,358
PRIOR PERIOD DEPRECIATION ADJUSTMENT (Note 2)						
NET ASSETS AT BEGINNING OF YEAR	9,440,350	2,745,793	66,429	232,075	-	12,484,647
NET ASSETS AT END OF YEAR	\$ 10,021,764	\$ 3,026,779	\$ 77,165	\$ 232,297	\$ -	\$ 13,358,005

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF CASH FLOWS
For the Year Ended June 30, 2016

	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$ 581,414	\$ 291,944	\$ -	\$ 873,358
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Depreciation	321,239	-	-	321,239
Unrealized loss on investments	-	16,446	-	16,446
Realized loss on investments	-	76,740	-	76,740
Decrease (Increase) in Operating Assets:				
Accounts Receivable	(156,893)	-	-	(156,893)
Prepaid Expenses, grants and contracts receivable, and other current assets	58,501	-	-	58,501
Increase (Decrease) in Operating Liabilities:				
Accounts Payable	22,830	-	-	22,830
Due to Affiliate	(234,409)	234,409	-	-
Accrued Expenses and Other Current Liabilities	989,511	(3,290)	-	986,221
Deferred Revenue	3,925	-	-	3,925
Amounts held for Patients and Other Deposits	(15,409)	-	-	(15,409)
Post Retirement Benefit Obligation	27,131	-	-	27,131
Extended Illness Leave	(97,789)	-	-	(97,789)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,500,051</u>	<u>616,249</u>	<u>-</u>	<u>2,116,300</u>
 CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property, plant, and equipment, net	(406,488)	-	-	(406,488)
Proceeds from sale of investments	-	1,842,535	-	1,842,535
Purchase of investments	-	(2,449,766)	-	(2,449,766)
NET CASH USED BY INVESTING ACTIVITIES	<u>(406,488)</u>	<u>(607,231)</u>	<u>-</u>	<u>(1,013,719)</u>
NET INCREASE IN CASH	1,093,563	9,018	-	1,102,581
CASH AT BEGINNING OF YEAR	<u>6,562,483</u>	<u>14,216</u>	<u>-</u>	<u>6,576,699</u>
CASH AT END OF YEAR	<u>\$ 7,656,046</u>	<u>\$ 23,234</u>	<u>\$ -</u>	<u>\$ 7,679,280</u>

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Mental Health Center of Greater Manchester, Inc. (the "Center") a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs is exempt from 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 under Section 509(a)(2). In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the "Foundation") became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center.

Basis of Presentation

The combining financial statements include the accounts of The Mental Health Center of Greater Manchester, Inc. and its affiliate, Manchester Mental Health Foundation, Inc. All inter-company transactions and accounts have been eliminated in combination.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2013, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

State Grants

The Center receives a number of grants from, and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Depreciation

The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Accounts Receivable

Accounts receivable are recorded based on amounts billed for services provided, net of respective contractual adjustments and bad debt allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for contractual adjustments and bad debts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for contractual adjustments and doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for contractual adjustments and doubtful accounts and a corresponding provision for contractual adjustments and bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated contractual allowances and uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

During the year ended June 30, 2016, the Center increased its estimate in the allowance for doubtful accounts from 71% to 78% of total accounts receivable to \$8,427,226 as of June 30, 2016 from \$6,050,921 as of June 30, 2015. This was a result of self-pay patient accounts receivable remaining at approximately 53% of total accounts receivable for year ends June 30, 2016 and 2015, respectively and Managed Medicaid accounts receivable increasing to 21% from 13% of total accounts receivable as of June 30, 2016 and 2015, respectively.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2016 totaled \$21,986,089, of which \$21,612,579 was revenue from third-party payors and \$373,510 was revenue from self-pay clients.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Temporarily restricted net assets are those whose use by the Center or Foundation has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as either net assets released from restrictions (for non-capital related items) or as net assets released from restrictions used for capital purchases (capital related items).

Permanently restricted net assets are restricted by donors and to be maintained in perpetuity. Income earned on permanently restricted net assets, to the extent not restricted by the donor, including net realized appreciation on investments, would be included in the statement of activities as unrestricted resources or as a change in temporarily restricted net assets in accordance with donor-intended purposes.

Included in the Foundation's unrestricted net assets is \$600,000 of board designated net assets, which was the result of a board approved donation from the Center to the foundation during the year ended June 30, 2015 of \$600,000.

Employee Benefit Program

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employees' contributions are matched by the Center up to 5 percent of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$425,145 for the year ended June 30, 2016.

Postretirement Medical Benefits

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2008, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. See Note 8 for further discussion of the Plan.

For retirements prior to January 1, 1997, benefits are based upon quoted premium rates. For retirements on or after January 1, 1997 up to June 30, 2007, the benefits are based on monthly premiums frozen at their December 31, 1996 level. The plan is funded as premiums are paid.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Malpractice Loss Contingencies

The Center has an occurrence basis policy for its malpractice insurance coverage. An occurrence basis policy provides specific coverage for claims resulting from incidents that occur during the policy term, regardless of when the claims are reported to the insurance carrier. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Center. In the event a loss contingency should occur, the Center would give it appropriate recognition in its financial statements.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

Approximately 81% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2016. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonable possible that recorded estimates could change materially in the near term.

NOTE 3 PROPERTY AND EQUIPMENT

Property, plant and equipment is stated at cost. Expenditures for maintenance and repairs are charged to expense as incurred and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the assets being depreciated.

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

Land	\$ 1,415,708
Buildings and improvements	4,643,105
Furniture and equipment	1,742,171
Work in progress	179,430
	<u>7,980,414</u>
Accumulated depreciation	<u>(4,669,960)</u>
	<u>\$ 3,310,454</u>

Depreciation expense for the year ended June 30, 2016 was \$321,239.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2016

NOTE 4

ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$ 5,814,726
Managed medicaid	2,295,255
Medicaid receivable	723,282
Medicare receivable	334,638
Other insurance	<u>1,607,276</u>
	10,775,177
Allowance	<u>(8,427,226)</u>
	<u>\$ 2,347,951</u>

ACCOUNTS RECEIVABLE – OTHER

Amoskeag Residences	\$ 7,265
BBH - Cypress Center	168,695
BBH - IRB	15,750
BBH - PATH	10,034
Boston University COG	23,569
Catholic Medical Center	15,284
Community Connection	12,159
Dartmouth	15,934
Easter Seals	8,847
Farnum Center	11,354
Manchester Community Health	16,968
North Shore LIJ	11,049
Miscellaneous accounts receivable	3,517
UNH	24,000
United Way	<u>8,750</u>
	<u>\$ 353,175</u>

GRANTS RECEIVABLE

State of New Hampshire – DHHS	
Division for Children, Youth and Families	<u>\$ 13,044</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2016

NOTE 5 DEFERRED REVENUE

CIP Grant	\$ 20,068
Central NY Services	11,140
Greater Manchester Charitable Trust	5,930
Endowment for Health	15,700
Miscellaneous deferred revenue	<u>1,440</u>
	<u>\$ 54,278</u>

NOTE 6 LINE OF CREDIT

As of June 30, 2016, the organization had available a line of credit with a bank with an upper limit of \$2,500,000. The line was not utilized as of June 30, 2016. These funds are available with interest charged at Prime Rate (3.5% as of June 30, 2016). The line of credit matures February 28, 2017.

NOTE 7 LEASES

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under non-cancelable operating leases with terms of one year or more as of June 30, 2016 are as follows:

2017	\$ 456,673
2018	453,506
2019	440,877
2020	442,853
2021	455,480
Thereafter	2,440,535

Rent expense was \$406,651 for the year ended June 30, 2016.

NOTE 8 EXTENDED ILLNESS LEAVE (EIL)

The following table sets forth the Center's funded status of EIL as of June 30, 2016:

Net Post-Retirement Health Cost:

Service cost	\$ 23,012
Interest cost	<u>15,441</u>
Net post retirement health cost	<u>\$ 38,453</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2016

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Change in Accumulated Projected Benefit Obligation:	
Accumulated benefit obligation at beginning of year	\$ 506,285
Service cost	23,012
Interest cost	15,441
Actuarial loss	(110,343)
Benefits paid	<u>(25,899)</u>
 Benefit obligation at end of year	 <u>\$ 408,496</u>
 Balance Sheet Liability:	
Accumulated postretirement benefit obligation	\$ 408,496
Fair value of plan assets	<u>-</u>
 Unfunded accumulated postretirement benefit obligation	 <u>\$ 408,496</u>
 Reconciliation of Accrued Costs:	
Accrued benefit obligation at beginning of year	\$ 559,224
Net post retirement health cost for the year	26,747
Contributions made during the year (benefits paid)	<u>(25,899)</u>
 Accrued post retirement health cost at end of year	 <u>\$ 560,072</u>
 Estimated Future Benefit Payments:	
2016 – 2017	\$ 81,400
2017 – 2018	35,300
2018 – 2019	22,700
2019 – 2020	68,300
2020 – 2021	40,100
2021 – 2026	175,600
 Expected contribution for next fiscal year	 <u>\$ 81,400</u>
 Change in Balance Sheet Liability:	
Balance sheet liability at beginning of year	\$ (506,285)
Net actuarial gain arising during the year	110,343
Increase from current year service and interest cost	(38,453)
Contributions made during the year	<u>25,899</u>
 Balance sheet liability at end of year	 <u>\$ (408,496)</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2016

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (52,941)
Net actuarial (gain) or loss arising during the year	(110,343)
Reclassification from amortization of net actuarial loss recognized during the year	<u>11,706</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (151,578)</u>
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Unrestricted Net Assets Not Yet Classified As Net

Postretirement Benefit Cost:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(151,578)</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (151,578)</u>
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The weighted-average discount rate used in determining the accumulated benefit obligation was 3.50% at June 30, 2016.

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN

During 2007, the Center offered a buyout to employees who would have been eligible to participate in the post-retirement health plan upon their retirement. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The weighted-average annual assumed rate of increase in per capita cost of covered benefits (i.e., health care cost trend rate) was 4.00% for the year ending June 30, 2016; and 4.00% per year for retirements that occurs on or after January 1, 1997, until those retirees' monthly premium cap of \$188 is reached.

Net Post-Retirement Health Cost:

Interest cost	\$ 3,461
Net amortization of (gain)	<u>35,902</u>
Net post retirement health cost/(income)	<u>\$ 39,363</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2016

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Change in Accumulated Projected Benefit Obligation:	
Accumulated benefit obligation at beginning of year	\$ 53,469
Interest cost	3,461
Actuarial loss	35,902
Benefits paid	<u>(12,232)</u>
 Benefit obligation at end of year	 <u>\$ 80,600</u>
FASB Balance Sheet Liability:	
Accumulated postretirement benefit obligation	\$ 80,600
Fair value of plan assets	<u>-</u>
 Unfunded accumulated postretirement benefit obligation	 <u>\$ 80,600</u>
Reconciliation of Accrued Costs:	
Accrued benefit obligation at beginning of year	\$ 205,223
Net post retirement health cost/(income) for the year	(7,430)
Contributions made during the year (benefits paid)	<u>(12,232)</u>
 Accrued post retirement health cost at end of year	 <u>\$ 185,561</u>

Gains and losses in excess of 10% of the greater of the benefit obligation and the fair value of assets are amortized over the average remaining service period of active participants.

Assumptions

Weighted-average assumptions used to determine Benefit Obligations at June 30, 2016:

Discount rate 3.50%

Assumed health care cost trend rates have a significant effect on the amounts reported for health care plans. A 1% change in assumed health care cost trend rates would have the following effects:

	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on total of service and interest cost components of net periodic postretirement health care benefit cost	<u>\$ 3,525</u>	<u>\$ 3,399</u>
Effect on the health care component of the accumulated postretirement benefit obligation	<u>\$ 82,199</u>	<u>\$ 79,042</u>

Weighted-average assumptions used to determine Net Periodic Benefit Cost at June 30, 2016:

Discount rate 3.50%

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2016

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Cash Flows

Estimated Future Benefit Payments:

2016 – 2017	\$ 12,800
2017 – 2018	13,400
2018 – 2019	14,000
2019 – 2020	14,700
2020 – 2021	15,300
2021 – 2026	11,300

Expected contribution for next fiscal year: \$ 12,800

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (53,469)
Net actuarial gain or (loss) arising during the year	(35,902)
Increase from current year service and interest cost	(3,461)
Contributions made during the year	<u>12,232</u>

Balance sheet liability at end of year \$ (80,600)

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (151,755)
Net actuarial (gain) arising during the year	35,902
Reclassification from amortization of net actuarial loss recognized during the year	<u>10,891</u>

Unrestricted net assets not yet classified as NPBC
at end of year \$ (104,962)

Reconciliation of Accrued Costs:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(104,962)</u>

Unrestricted net assets not yet classified as NPBC
at end of year \$ (104,962)

Unrestricted Net Assets Expected to be Reclassified as Net
Postretirement Benefit Cost in Next Fiscal Year:

Recognition of amortization of net Actuarial Loss in next fiscal year's expense	<u>\$ 10,891</u>
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The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2016

NOTE 10 COMMITMENTS AND CONTINGENCIES

The Center held deposits with TD Bank North totaling \$7,860,585 as of June 30, 2016. Of this amount \$81,290 is in excess of FDIC coverage of \$250,000 and collateralized Federal repurchase agreements totaling \$7,529,295 as of June 30, 2016.

The Foundation held investments with LPL Financial totaling \$3,047,528 as of June 30, 2016. Of this amount \$2,547,528 is in excess of SIPC coverage of \$500,000 and is uninsured.

NOTE 11 RELATED PARTY TRANSACTIONS

Amoskeag Residences, Inc. was formed by the Mental Health Center of Greater Manchester, Inc. The board of directors for Amoskeag Residences, Inc. is comprised of members of management from the Center. Included in accounts receivable as of June 30, 2016 is \$7,265 due to the Center from Amoskeag Residences, Inc. The Mental Health Center of Greater Manchester, Inc. is reimbursed for services it provides to Amoskeag Residences, Inc., such as bookkeeping services, insurance coverage, and repairs and maintenance services. The amounts for the years ended June 30, 2016 are as follows:

Billed	\$ <u>74,621</u>
Reimbursed	\$ <u>75,065</u>

NOTE 12 INVESTMENTS

Investments are presented in the combining financial statements at market value as follows:

	<u>Cost</u>	<u>Market</u>
Cash and Cash Equivalents	\$ 55,064	\$ 55,064
Marketable Equity Securities	<u>2,957,909</u>	<u>2,992,464</u>
 TOTAL	 <u>\$ 3,012,973</u>	 <u>\$ 3,047,528</u>

Investment return consisted of the following:

Advisory Fees	\$ (17,259)
Net realized loss	(76,740)
Annualized unrealized loss, net	<u>(16,446)</u>
 TOTAL INVESTMENT LOSS	 <u>\$ (110,445)</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2016

NOTE 13 FAIR VALUE MEASUREMENTS

The Foundation's investments are reported at fair value in the accompanying statement of net assets available for benefits. The methods used to measure fair value may produce an amount that may not be indicative of net realizable or reflective of future fair values. Furthermore, although the Foundation believes its valuations methods are appropriate and consistent with other market participant, the use of different methodologies or assumptions to measure the fair value of certain financial instruments could result in a different fair value at the reporting date.

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quotes prices in active markets for identical assets and have the highest priority, and Level 3 inputs are unobservable and have the lowest priority.

The Foundation uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. When available, the Foundation measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Level 2 input valuation methods are described in detail below and Level 3 inputs were only used when Level 1 or Level 2 inputs were not available.

Level 1 Fair Value Measurements

The fair value of mutual funds, equities and options are valued at the daily closing price as reported by the fund. Mutual funds, equities and options held by the Foundation are open-end and are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The investments held by the Foundation are deemed to be actively traded.

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2016. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

<u>Description</u>	<u>06/30/16</u>	<u>Quoted Price In Active Markets For Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
Cash and Cash Equivalents	\$ 55,064	\$ 55,064	\$ -	\$ -
Fixed Income				
Corporate Bonds	591,629	591,629	-	-
Mutual Funds:				
Bank Loans	82,669	82,669	-	-

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2016

NOTE 13 FAIR VALUE MEASUREMENTS (continued)

<u>Description</u>	<u>06/30/16</u>	<u>Quoted Price In Active Markets For Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
Global Real Estate	104,610	104,610	-	-
Small Value	73,972	73,972	-	-
Corporate Bond	54,522	54,522	-	-
Short-Term Bond	50,541	50,541	-	-
Conservative Allocation	141,212	141,212	-	-
Intermediate - Term Bond	418,101	418,101	-	-
Foreign Large Blend	209,325	209,325	-	-
Large Growth	90,324	90,324	-	-
Multisector Bonds	106,377	106,377	-	-
Large Value	180,881	180,881	-	-
Large Blend	746,506	746,506	-	-
Intermediate Government	141,795	141,795	-	-
Total	\$ 3,047,528	\$ 3,047,528	\$ -	\$ -

NOTE 14 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2016 is as follows:

Due from clients	54 %
Managed medicaid	21
Medicaid	7
Medicare	3
Other insurance	15
	<u>100 %</u>

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center and Foundation has evaluated subsequent events through October 14, 2016, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2016, have been incorporated into these basic financial statements herein.

SUPPLEMENTARY INFORMATION

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2016

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances & Discounts	Bad Debts and Other Charges	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 4,534,780	\$ 4,676,741	\$ (4,310,494)	\$ 1,508,016	\$ (594,317)	\$ 5,814,726
MANAGED MEDICAID	1,134,488	19,693,287	(6,706,969)	1,856,718	(13,682,269)	2,295,255
MEDICAID	1,305,578	6,912,093	(1,685,624)	(1,424,641)	(4,384,124)	723,282
MEDICARE	516,628	2,394,968	(1,590,178)	95,143	(1,081,923)	334,638
OTHER INSURANCE	<u>1,013,831</u>	<u>5,968,055</u>	<u>(3,365,790)</u>	<u>341,070</u>	<u>(2,349,890)</u>	<u>1,607,276</u>
TOTAL	<u>\$ 8,505,305</u>	<u>\$ 39,645,144</u>	<u>\$(17,659,055)</u>	<u>\$ 2,376,306</u>	<u>\$(22,092,523)</u>	<u>\$ 10,775,177</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.
 and Manchester Mental Health Foundation, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
 For the Year Ended June 30, 2016

	BBH Deferral Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
CONTRACT YEAR, June 30, 2016	\$ (18,241)	\$ 1,756,566	\$ (1,561,049)	\$ 177,277

Analysis of Receipts: Date of Receipt/Deposit	Amount
07/01/15	\$ 12,006
09/03/15	14,592
09/15/15	5,513
10/13/15	40,817
10/23/15	885
11/04/15	5,292
11/13/15	35,136
02/11/16	4,609
03/03/16	201,246
03/04/16	293,696
03/04/16	448
03/30/16	7,800
04/13/16	324,118
04/14/16	29,344
04/19/16	885
05/17/16	110,221
05/31/16	885
06/16/16	342,528
06/16/16	131,028
	<u>\$ 1,561,049</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2016

	Total Agency	Total Admin.	Total Programs	Child/ Adol.	Elderly Services	Emergency Services
PROGRAM SERVICE FEES						
Net Client Fees	\$ 366,247	\$ -	\$ 366,247	\$ (14,236)	\$ 148,920	\$ (54,926)
HMO's	657,401	-	657,401	40,987	3,801	28,871
Blue Cross/Blue Shield	1,415,170	-	1,415,170	212,601	39,789	231,061
Medicaid	18,212,787	-	18,212,787	5,713,757	324,606	603,884
Medicare	804,790	-	804,790	1,284	58,021	19,004
Other Insurance	522,431	-	522,431	115,684	6,336	101,994
Other Program Fees	7,263	-	7,263	4,131	(956)	2,254
Sub-total	<u>21,986,089</u>	<u>-</u>	<u>21,986,089</u>	<u>6,074,208</u>	<u>580,517</u>	<u>932,142</u>
PUBLIC SUPPORT						
United Way	35,000	-	35,000	-	-	-
LOCAL/COUNTY GOVERNMENT						
Donations/Contributions	208,758	-	208,758	-	-	-
Div. Alc/Drug Abuse Prev	21,855	-	21,855	21,855	-	-
Div. for Children, Youth & Families	3,540	-	3,540	3,540	-	-
FEDERAL FUNDING						
PATH	40,121	-	40,121	-	-	40,121
Other Federal Grants	19,959	-	19,959	-	-	-
RENTAL INCOME	133,447	-	133,447	-	-	-
INTEREST INCOME	3,497	-	3,497	-	-	-
BBH						
Bureau of Behavioral Health	1,642,884	-	1,642,884	1,400	-	440,884
Other BBH	50,062	-	50,062	-	-	-
OTHER REVENUES	<u>1,204,753</u>	<u>-</u>	<u>1,204,753</u>	<u>22,272</u>	<u>319</u>	<u>343,502</u>
Sub-total	<u>3,363,876</u>	<u>-</u>	<u>3,363,876</u>	<u>49,067</u>	<u>319</u>	<u>824,507</u>
TOTAL PROGRAM REVENUES	<u>\$ 25,349,965</u>	<u>\$ -</u>	<u>\$ 25,349,965</u>	<u>\$ 6,123,275</u>	<u>\$ 580,836</u>	<u>\$ 1,756,649</u>

<u>Vocational Services</u>	<u>Non - Eligibles</u>	<u>Multi. Service Team</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-BBH</u>
\$ 13,409	\$ (3,799)	\$ 47,387	\$ 58,538	\$ 3,277	\$ 12,386	\$ -	\$ 155,291
-	142,821	221,085	196,480	-	-	-	23,356
-	401,227	335,930	183,862	-	-	-	10,700
548,106	405,185	7,849,957	1,407,586	402,181	957,098	-	427
(1)	74,841	629,834	21,664	(16)	-	-	159
(1,191)	125,515	103,047	59,336	-	(61)	-	11,771
-	(4,727)	(2,883)	5,929	-	25	-	3,490
<u>560,323</u>	<u>1,141,063</u>	<u>9,184,357</u>	<u>1,933,395</u>	<u>405,442</u>	<u>969,448</u>	<u>-</u>	<u>205,194</u>
-	35,000	-	-	-	-	-	-
-	-	5,000	-	-	-	-	203,758
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	19,959	-	-	-	-	-
-	-	-	1,989	-	127,344	-	4,114
-	-	-	-	-	-	-	3,497
-	1,400	461,200	675,000	-	-	63,000	-
-	-	50,062	-	-	-	-	-
<u>252</u>	<u>2,284</u>	<u>56,460</u>	<u>1,075</u>	<u>184</u>	<u>5,383</u>	<u>45</u>	<u>772,977</u>
<u>252</u>	<u>38,684</u>	<u>592,681</u>	<u>678,064</u>	<u>184</u>	<u>132,727</u>	<u>63,045</u>	<u>984,346</u>
<u>\$ 560,575</u>	<u>\$ 1,179,747</u>	<u>\$ 9,777,038</u>	<u>\$ 2,611,459</u>	<u>\$ 405,626</u>	<u>\$ 1,102,175</u>	<u>\$ 63,045</u>	<u>\$ 1,189,540</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2016

	Total Agency	Total Admin.	Total Programs	Child/ Adol.	Elderly Services	Emergency Services
PERSONNEL COSTS						
Salary and Wages	\$ 16,585,591	\$ 1,724,278	\$ 14,861,313	\$ 2,642,492	\$ 212,275	\$ 1,249,063
Employee Benefits	3,111,993	343,044	2,768,949	539,424	28,819	194,384
Payroll Taxes	1,221,567	126,404	1,095,163	197,200	15,624	85,511
Sub-total	<u>20,919,151</u>	<u>2,193,726</u>	<u>18,725,425</u>	<u>3,379,116</u>	<u>256,718</u>	<u>1,528,958</u>
PROFESSIONAL FEES						
Client Evaluations/Services	176,319	109,749	66,570	(5,292)	425	-
Audit Fees	52,740	5,005	47,735	9,013	1,867	2,558
Legal Fees	24,351	999	23,352	1,098	241	329
Other Prof. Fees/Consultants	89,308	10,327	78,981	13,440	2,784	5,560
STAFF DEVELOPMENT & TRAINING						
Journals/Publications	1,527	425	1,102	-	-	-
In-service Training	1,615	-	1,615	-	-	-
Conferences/Conventions	51,183	8,858	42,325	11,350	793	1,936
Other Staff Development	19,786	2,500	17,286	-	-	1,500
OCCUPANCY COSTS						
Rent	406,651	22,691	383,960	203,503	-	-
Heating Costs	17,567	-	17,567	-	-	-
Other Utilities	224,718	23,428	201,290	10,595	6,574	23,906
Maintenance & Repairs	409,903	23,344	386,559	28,256	10,750	24,341
Other Occupancy Costs	5,666	139	5,527	85	18	247
CONSUMABLE SUPPLIES						
Office	174,948	42,538	132,410	19,926	1,197	5,262
Building/Household	67,904	5,096	62,808	3,174	1,063	4,814
Educational/Training	266,514	340	266,174	24,039	3,842	6,647
Food	62,674	1,488	61,186	421	-	11
Medical	50,965	105	50,860	189	39	54
Other Consumable Supplies	187,720	64,191	123,529	28,952	3,600	6,482
Depreciation-Equipment	195,853	21,445	174,408	30,858	6,199	11,655
Depreciation-Building	125,384	9,381	116,003	693	5,195	10,473
Equipment Maintenance	18,521	5,031	13,490	1,614	383	525
Advertising	25,441	7,000	18,441	2,820	683	744
Printing	32,560	10,841	21,719	4,424	588	1,332
Telephone/Communication	174,814	20,084	154,730	25,693	4,219	14,334
Postage & Shipping	47,643	27,162	20,481	3,841	796	1,090

Vocational Services	Non - Eligibles	Multi. Service Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-DMH
\$ 285,777	\$ 1,030,887	\$ 6,541,080	\$ 1,508,418	\$ 259,322	\$ 484,548	\$ 36,578	\$ 610,873
52,864	98,368	1,315,174	269,823	55,201	114,636	7,072	93,184
22,269	72,642	490,516	107,811	22,141	34,507	2,771	44,171
360,910	1,201,897	8,346,770	1,886,052	336,664	633,691	46,421	748,228
914	1,981	4,832	55,929	-	-	1,418	6,363
1,477	3,280	17,794	5,580	1,081	3,223	264	1,598
2,041	345	17,725	882	114	339	70	168
2,202	5,752	27,373	11,528	1,612	4,806	393	3,531
-	174	163	255	-	510	-	-
-	-	-	-	-	-	-	1,615
2,368	1,685	17,688	2,792	440	938	72	2,263
-	-	11,771	2,739	133	1,143	-	-
-	116,623	63,834	-	-	-	-	-
-	-	-	-	-	17,567	-	-
8,779	4,567	58,407	47,812	-	32,094	8,078	478
14,157	13,806	105,201	121,998	440	53,978	12,762	870
14	452	631	438	136	3,486	3	17
4,055	15,071	53,241	14,687	245	6,838	1,297	10,591
1,410	1,466	9,956	31,522	13	7,993	1,283	114
596	76	189,081	14,969	655	3,618	82	22,569
747	-	145	57,265	-	2,597	-	-
31	69	9,393	38,163	23	68	6	2,825
7,291	7,548	40,751	11,224	1,843	10,837	1,023	3,978
5,152	11,513	61,125	25,873	3,604	12,180	915	5,334
6,937	299	51,508	21,419	-	12,904	6,384	191
404	635	5,414	2,296	220	1,502	58	439
430	2,712	5,176	2,032	315	938	77	2,514
540	2,597	7,027	2,588	261	777	233	1,352
8,787	8,018	59,866	19,715	858	7,321	4,167	1,752
632	1,398	7,624	2,440	461	1,374	112	713

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2016

	<u>Total Agency</u>	<u>Total Admin.</u>	<u>Total Programs</u>	<u>Child/ Adol.</u>	<u>Elderly Services</u>	<u>Emergency Services</u>
TRANSPORTATION						
Staff	221,069	4,607	216,462	36,754	1,362	17,058
Clients	7,388	-	7,388	58	-	378
INSURANCE						
Malpractice & Bonding	60,333	5,726	54,607	10,311	2,136	2,926
Vehicles	10,366	1,768	8,598	1,623	336	461
Comp Property/Liability	138,702	23,412	115,290	21,769	4,509	6,178
MEMBERSHIP DUES	60,641	3,928	56,713	5,859	1,214	1,663
OTHER EXPENDITURES	<u>438,626</u>	<u>21,064</u>	<u>417,562</u>	<u>32,701</u>	<u>6,743</u>	<u>10,061</u>
Total Expenditures	24,768,551	2,676,398	22,092,153	3,906,883	324,274	1,691,483
Administration Allocation	-	<u>(2,676,398)</u>	<u>2,676,398</u>	<u>487,954</u>	<u>38,162</u>	<u>206,138</u>
TOTAL PROGRAM EXPENSES	<u>24,768,551</u>	<u>-</u>	<u>24,768,551</u>	<u>4,394,837</u>	<u>362,436</u>	<u>1,897,621</u>
SURPLUS/(DEFICIT)	<u>\$ 581,414</u>	<u>\$ -</u>	<u>\$ 581,414</u>	<u>\$ 1,731,704</u>	<u>\$ 218,400</u>	<u>\$ (140,972)</u>

<u>Vocational Services</u>	<u>Non - Eligibles</u>	<u>Multi. Service Team</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-DMH</u>
25,411	38	125,128	1,235	1,768	5,412	172	2,124
-	20	694	2,479	-	3,759	-	-
1,689	3,753	20,356	6,383	1,237	3,686	302	1,828
266	591	3,205	1,005	195	581	47	288
3,567	7,923	42,977	13,477	2,611	7,782	637	3,860
960	2,132	29,254	3,627	703	2,131	8,131	1,039
<u>5,333</u>	<u>12,341</u>	<u>64,725</u>	<u>20,630</u>	<u>3,904</u>	<u>11,637</u>	<u>1,046</u>	<u>248,441</u>
467,100	1,428,762	9,458,835	2,429,034	359,536	855,710	95,453	1,075,083
<u>57,227</u>	<u>173,687</u>	<u>1,161,940</u>	<u>302,459</u>	<u>46,755</u>	<u>105,101</u>	<u>11,262</u>	<u>85,713</u>
<u>524,327</u>	<u>1,602,449</u>	<u>10,620,775</u>	<u>2,731,493</u>	<u>406,291</u>	<u>960,811</u>	<u>106,715</u>	<u>1,160,796</u>
<u>\$ 36,248</u>	<u>\$ (419,436)</u>	<u>\$ (850,269)</u>	<u>\$ (120,034)</u>	<u>\$ (665)</u>	<u>\$ 141,364</u>	<u>\$ (43,670)</u>	<u>\$ 28,744</u>

See Independent Auditor's Report.

**THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
BOARD OF DIRECTORS
2016 – 2017 (02-01-17)**

CHAIR

Michael Harrington

VICE CHAIR

Alicia Finn, Ph.D.

SECRETARY

Thomas Lavoie *

TREASURER

Sheila McNeil *

Jessica Arvanitis

Timothy Burdick, MD

Philip Hastings

Jaime Hoebeke

Nicole Ledoux, Lt.

Geoffrey Lundy, MD *

Lizabeth MacDonald

Christina Mellor

Elaine Michaud

Theresa Ryan *

Andrew Seward *

Richard Shannon *

Kevin Sheppard

Shannon Sullivan

William T. Rider

Objective To provide effective leadership in community mental healthcare

Experience

The Mental Health Center of Greater Manchester
401 Cypress St Manchester, NH 03103 (603) 668-4111

- 3/2015 to Present: President, Chief Executive Officer
- 3/2000 to 3/2015: Executive VP, Chief Operating Officer
- 1/1995 to 2/2000: Director, Community Support Program
- 7/1987 to 12/1994: Assistant Director Community Support Program
- 6/1985 to 6/1987: Clinical Case Manager

Carroll County Mental Health
25 West Main St. Conway NH 03818

- 4/78 to 5/85: Clinical Case Manager

New Hampshire Hospital
24 Clinton St
Concord NH 03301

- 10/76 to 4/78: Mental Health Counselor

Education

2001 to 2002 Franklin Pierce College Concord, NH

- 12 Graduate Credits

1972 to 1976 Canisius College Buffalo, NY

- BA Psychology 1976

Community Activity

Granite Pathways: Vice Chair, Board of Directors
Postpartum Support International-NH, Founders Board
NAMI of NH Member since 1985

- 1992 NAMI Professional of the Year Award

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

Name of Contract: Mental Health Services

BUDGET PERIOD: SFY 18 (Jul 1, 2017 thru Jun 30, 2018)		PERCENT PWD FROM THE CONTRACT	AMOUNT PWD FROM THE CONTRACT
NAME	JOB TITLE	SALARY	
WILLIAM RIDER	EXECUTIVE DIRECTOR	\$154,500	100.00%
PATRICIA CARTY	EXEC. VP / CHIEF OPERATING OFFICER	\$106,900	100.00%
PAUL MICHAUD	VP / CHIEF FINANCIAL OFFICER	\$128,100	100.00%
RICHARD CORNELL	VP OF COMMUNITY RELATIONS	\$100,000	100.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$489,500.00

BUDGET PERIOD: SFY 19 (Jul 1, 2018 thru Jun 30, 2019)		PERCENT PWD FROM THE CONTRACT	AMOUNT PWD FROM THE CONTRACT
NAME	JOB TITLE	SALARY	
WILLIAM RIDER	EXECUTIVE DIRECTOR	\$159,200	100.00%
PATRICIA CARTY	EXEC. VP / CHIEF OPERATING OFFICER	\$110,200	100.00%
PAUL MICHAUD	VP / CHIEF FINANCIAL OFFICER	\$132,000	100.00%
RICHARD CORNELL	VP OF COMMUNITY RELATIONS	\$102,900	100.00%
		\$0	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$404,300.00

Subject: Mental Health Services (SS-2018-DBH-01-MENTA-08)

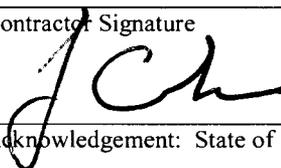
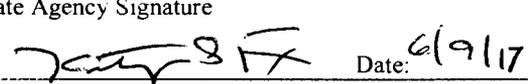
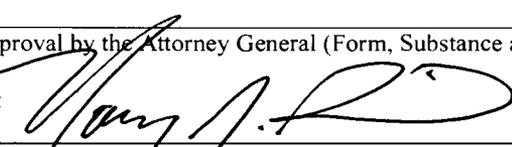
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

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 Seacoast Mental Health Center, Inc.		1.4 Contractor Address 1145 Sagamore Avenue Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-6703	1.6 Account Number 05-95-92-922010-[4117, 4121, 2053]; 05-95-92-920510-3380; 05-95-42-421010-2958; 05-95-42-423010-7926; 05-95-48-481010-8917	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$1,771,070
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 Jason Coleman President, Board of Directors	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Roxburyham</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 [Seal] 		LORRAINE MANSFIELD Justice of the Peace - New Hampshire My Commission Expires February 28, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <u>6/9/17</u>		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/13/2017</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

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Date 6/7/17

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 (APRTP).
- 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.

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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.



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- 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.



Exhibit A

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

- 23.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have SMI, or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- 23.2. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- 23.3. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 23.4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services (BHHS).
- 23.5. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 23.6. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 23.7. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

24. REFERRAL, EDUCATION, ASSESSMENT, PREVENTION (REAP) PROGRAM AND ENHANCED REAP

- 24.1. The Contractor agrees to provide a statewide community-based education and brief intervention-counseling program specific for persons age sixty (60) and older, their families or other informal caregivers according to the protocols and policies approved by DHHS. The priority of the program shall be the prevention or alleviation of substance misuse, i.e. alcohol, medications, or other drugs, and secondarily shall address depression or emotional stress, isolation, interpersonal relationships, grief and loss, and other life changes and issues that can affect an individual's ability to live independently, such as home safety and injury prevention.



Exhibit A

24.2. **REAP components include:**

- 24.2.1. **Counseling Sessions:** to older adults over the age of sixty (60) and their caregivers, conducted in clients' homes or community settings. Screenings and brief interventions are completed by using evidence-based instruments. Sessions are free of charge and range from three (3) to five (5) sessions per client.
- 24.2.2. **Technical Assistance:** offered to area professionals, which includes senior housing managers and service coordinators, for assistance and guidance in dealing with specific elderly issues.
- 24.2.3. **Community Intervention/Mediation:** conducted when conflict arises at local elder housing complexes, to de-escalate the situation and find the source of the problem and facilitate resolution.
- 24.2.4. **Trainings:** Annual meeting with all REAP counselors and housing specialist to provided training on evidenced based practices, tools and approaches.

24.3. **Enhanced REAP:** the program is comprised of the existing REAP substance misuse services as well as additional depression treatment services via an Evidenced Based Practice (EBP) known as Behavioral Activation (BA) and increased symptom monitoring.

- 24.3.1. Eligible participants will be screened for depressive symptoms, and substance misuse (including medication misuse). Based on screening results, participants will be either offered REAP or Enhanced REAP.
- 24.3.2. The Patient Health Questionnaire-9 (PHQ-9) will be used to screen for depression. A reduced score will evidence the reduction of depressive symptoms.
- 24.3.3. Participants who screen below the clinical threshold will be offered traditional REAP and participants who screen above the clinical threshold will be offered Enhanced REAP.
- 24.3.4. Participants who screen positive for substance misuse will receive Motivational Interviewing (MI) and BA. Participants who screen positive for depression or co-occurring substance misuse and depression, Enhanced REAP, BA and MI treatments will be integrated.

24.4. **Other Requirements:**

- 24.4.1. Administrative oversight for all REAP services and technical assistance shall be Certified Prevention Specialists in accordance with the State of NH Prevention Certification Board and the International Certification and Reciprocity Consortium (<http://nhpreventcert.org>).
- 24.4.2. The Contractor shall conduct evaluations and provide results to the DHHS annually on the effectiveness of REAP services. Evaluations shall include:
 - 24.4.2.1. **Short Term Outcomes:** Increase social connections; Increase activity to maintain health, independence, and mental health; Reduction of harm in mixing medications with other substances;
 - 24.4.2.2. **Intermediate Outcomes:** Increase perception of harm and awareness; and



Exhibit A

24.4.2.3. Long-term Outcomes: Reduce thirty (30) day use of alcohol, binge or heavy drinking, and related consequences of substance use (e.g. alcohol use and prescribed medications). Elderly and families/caretakers are informed of the dangers of substance misuses and opportunities for healthy lifestyles that are possible through REAP.

24.4.3. Provide quarterly reports in meeting the Block Grant National Outcomes Data. See Exhibit A, Appendix 2.

24.4.4. Notify DHHS when not in compliance with grant and shall provide a corrective action plan.

24.4.5. Collaboration with Public Health Networks in providing education about substance misuse among older adults and the dangers, share data across disciplines, and provide outreach of services. Public Health Networks, see Exhibit A, Appendix 1.

24.5. Quality Assurance:

24.5.1. A Quarterly Program Service Report shall be submitted by the fifteenth (15th) of the month following the State Fiscal Year quarter reported. The Quarterly Program Service Report is to be completed in accordance with instructions provided by DHHS.

24.5.2. Contractor shall obtain client feedback as to the quality of services provided and report the outcome to DHHS in the Quarterly Program Service Report due thirty (30) days after the end of the second (2nd) quarter.

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

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

25.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and

25.1.2. 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.

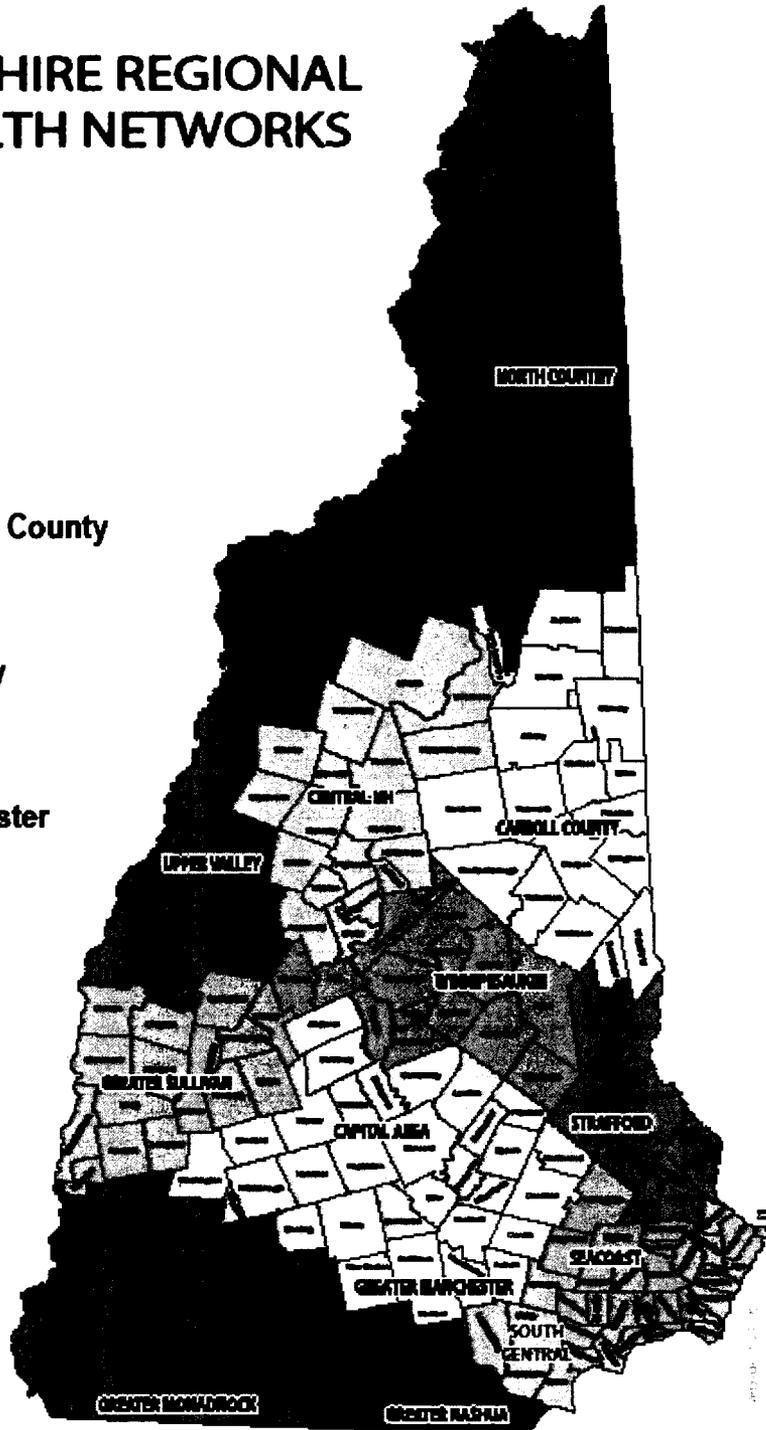
26. RENEW SUSTAINABILITY (Rehabilitation for Empowerment, Education, and Work)

26.1. 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.



NEW HAMPSHIRE REGIONAL PUBLIC HEALTH NETWORKS

-  North Country
-  Upper Valley
-  Central NH
-  Carroll County
-  Greater Sullivan County
-  Winnepesaukee
-  Strafford County
-  Capital Area
-  Greater Manchester
-  Seacoast
-  Greater Monadnock
-  Greater Nashua
-  South Central



THESE REGIONS ARE USED FOR PUBLIC HEALTH PLANNING AND THE DELIVERY OF SELECT PUBLIC HEALTH SERVICES.

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Exhibit A, Appendix 1

TOWN LIST

REGION NAME	TOWN
North County	Atkinson and Gilmanton Academy Grant, Bath, Beans Grant, Beans Purchase, Benton, Berlin, Bethlehem, Cambridge, Carroll, Chandlers Purchase, Clarksville, Colebrook, Columbia, Crawfords Purchase, Cutts Grant, Dalton, Dixs Grant, Dixville, Dummer, Easton, Errol, Ervings Location, Franconia, Gorham, Greens Grant, Hadleys Purchase, Haverhill, Jefferson, Kilkenny, Lancaster, Landaff, Lisbon, Littleton, Low and Burbank's Grant, Lyman, Martins Location, Milan, Millsfield, Monroe, Northumberland, Odell, Pinkham's Grant, Pittsburg, Randolph, Sargents Purchase, Second College Grant, Shelburne, Stark, Stewartstown, Stratford, Success, Sugar Hill, Thompsons & Meserves Purchase, Wentworths Location, Whitefield
Upper Valley	Canaan, Dorchester, Enfield, Grafton, Grantham, Hanover, Lebanon, Lyme, Orange, Orford, Piermont, Plainfield
Central NH	Alexandria, Ashland, Bridgewater, Bristol, Campton, Ellsworth, Groton, Hebron, Holderness, Lincoln, Livermore, Plymouth, Rummey, Thornton, Warren, Waterville Valley, Wentworth, Woodstock
Carroll County	Albany, Bartlett, Brookfield, Chatham, Conway, Eaton, Effingham, Freedom, Hale's Location, Harts Location, Jackson, Madison, Moultonborough, Ossipee, Sandwich, Tamworth, Tuftonboro, Wakefield, Wolfeboro
Greater Sullivan	Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Langdon, Lempster, Newbury, New London, Newport, Springfield, Sunapee, Sutton, Unity, Wilnot
Winnepesaukee	Alton, Barnstead, Belmont, Center Harbor, Danbury, Franklin, Gilford, Gilmanton, Hill, Laconia, Meredith, New Hampton, Northfield, Sanbornton, Tilton
Greater Monadnock	Alstead, Antrim, Bennington, Chesterfield, Dublin, Fitzwilliam, Francestown, Gilsum, Greenfield, Greenville, Hancock, Harrisville, Hinsdale, Jaffrey, Keene, Marlborough, Marlow, Nelson, New Ipswich, Peterborough, Richmond, Rindge, Roxbury, Sharon, Stoddard, Sullivan, Surry, Swanzey, Temple, Troy, Walpole, Westmoreland, Winchester
Capital	Allenstown, Andover, Boscawen, Bow, Bradford, Canterbury, Chichester, Concord, Deering, Dumbarton, Epsom, Henniker, Hillsborough, Hopkinton, Loudon, Northwood, Pembroke, Pittsfield, Salisbury, Warner, Washington, Weare, Webster, Windsor
Strafford County	Barrington, Dover, Durham, Farmington, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Rollinsford, Somersworth, Strafford
Greater Manchester	Anburn, Bedford, Candia, Deerfield, Goffstown, Hooksett, Manchester, New Boston
Greater Nashua	Amherst, Brookline, Hollis, Hudson, Litchfield, Lyndeborough, Mason, Merrimack, Milford, Moat Vernon, Nashua, Pelham, Wilton
Greater Derry	Atkinson, Chester, Danville, Derry, Hampstead, Londonderry, Plaistow, Salem, Sandown, Windham
Seacoast	Brentwood, East Kingston, Epping, Exeter, Fremont, Greenland, Hampton, Hampton Falls, Kensington, Kingston, New Castle, Newfields, Newington, Newmarket, Newton, North Hampton, Nottingham, Portsmouth, Raymond, Rye, Seabrook, South Hampton, Stratham

JR
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Exhibit A, Appendix 2

Federal Block Grant National Outcome Measures (NOMs)

The NOMs Data Collection and Reporting Forms requirement by the State's annual Substance Abuse Prevention and Treatment (SAPT) Block Grant application.

I. DEFINITION OF PRIMARY PREVENTION:

Block Grant 20% set aside is for a broad array of Primary Prevention strategies directed at individuals not yet identified to be in need of treatment. Comprehensive primary prevention programs should include activities and services provided in a variety of settings for both the general population and targeted sub-groups who are at higher risk for substance abuse.

Primary Prevention refers to a proactive process that empowers individuals and systems to meet the challenges of life events and transitions by creating and reinforcing conditions that promote healthy behaviors and lifestyles. Primary prevention includes interventions occurring prior to the initial onset of a substance use disorder through reduction or control of causative factors to substance abuse, including the reduction of risk factors contributing to substance use. **Services are delivered through six defined federal strategies to three classifications of population as identified by the Institute of Medicine.**

Incorporating SAMHSA Strategic Initiative(s):

Goal 1.1: With primary prevention as the focus, build prevention prepared communities that use data to inform, build capacity, plan, implement and evaluate outcomes;

Goal 1.2: Prevent and Reduce consequences of underage drinking and adult problem drinking;

Goal 1.3: Prevent suicides and attempted suicides among populations at high-risk populations (military and LBGT);

Goal 1.4: Reduce prescription drug misuse and abuse;

Goal 7: Incorporate the use of data driven results in achieving population outcomes within planning and implementation, and ongoing quality improvements that improve services for individuals, families and communities.

II. NATIONAL PREVENTION PERFORMANCE MEASURES:

Interventions, strategies and populations aligned and measured by the following outcome indicators.

A. Block Grant pre-populated forms:

- 30-day use of alcohol;
- 30-day use of illegal drugs other than marijuana;
- 30-day use of marijuana;
- 30-day use of tobacco products;
- 30-day use of cigarettes;
- Binge Drinking;
- Synthetic Drugs;
- 30-day non-medical use of Rx (not prescribed to individual);
- Perception of Risk/Harm of Use;
- Age of First Use alcohol, cigarettes, marijuana and other illegal drugs;
- Perception of Disapproval/Attitudes alcohol, cigarettes, marijuana and other illegal drugs;
- Employment/Education: Perception of Workplace Policy;
- Employment/Education: ATOD-Related Suspensions and Expulsions (In Development);
- Employment/Education: Average Daily School Attendance Rate;
- Crime and Criminal Justice: Alcohol-Related Traffic Fatalities;
- Crime and Criminal Justice: Alcohol- and Drug-Related Arrests;
- Social Connectedness: Family Communications Around Drug and Alcohol Use;
- Youth Seeing, Reading, Watching, or Listening to a Prevention Message.

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Exhibit A, Appendix 2

- B. Block Grant forms BDAS completes based prevention providers' reports:**
- Number of Persons Served by Age, Gender, Race, and Ethnicity;
 - Persons Served or Reached by Type of CSAP Intervention;
 - Persons Served or Reached by IOM category;
 - Number of Evidence-Based Programs and Strategies;
 - Relative Cost of Evidence-Based;
 - Percentage of total Block Grant prevention dollars spent per CSAP strategy, IOM and EBI.

III. AGE CATEGORIES:

0-4	18-20	45-64
5-11	21-24	65 and Over
12-14	25-44	Age Not Known
15-17		

IV. HIGH RISK SUB-POPULATION CATEGORIES:

States are asked to report on high-risk sub-populations, as part of primary prevention, recognizing there are limited funds to fully address all the needs. Based on upon data, feasible and fit report on which sub-population is being addressed and by what type of CSAP strategy.

- | | |
|---|---|
| <ul style="list-style-type: none"> 1) Children of substance users; 2) Pregnant women/teens; 3) Drop-outs; 4) Violent and delinquent behaviors; 5) Mental Health problems; 6) Economically Disadvantaged; 7) Physically disabled; | <ul style="list-style-type: none"> 8) Abused victims; 9) Already using substances; 10) Homeless / runaway; 11) Other: <ul style="list-style-type: none"> a) Suicide Ideation; b) LBGT; c) Military. |
|---|---|

V. CSAP STRATEGIES:

- 1.) **Information Dissemination** - This strategy provides awareness and knowledge of the nature and extent of substance use, abuse, and addiction and their effects on individuals, families, and communities. It also provides knowledge and awareness of available prevention programs and services. *Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two.*
- 2.) **Prevention Education** - This strategy involves two-way communication and is distinguished from the information dissemination strategy by the fact that interaction between the educator/ facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis (e.g., of media messages), and systematic judgment abilities.
- 3.) **Alternative Activities** - This strategy provides for the participation of target populations in activities that exclude substance use. The assumption is that constructive and healthy activities offset the attraction to or otherwise meet the needs usually filled by alcohol and drugs and would, therefore, minimize or obviate resort to the latter.
- 4.) **Problem Identification and Referral** - This strategy aims at identification of those who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment.



Exhibit A, Appendix 2

- 5.) **Community-Based Process** - This strategy aims to enhance the ability of the community to more effectively provide prevention services for substance related disorders. Activities in this strategy include organizing, planning, enhancing efficiency and effectiveness of services implementation, interagency collaboration, coalition building, and networking.
- 6.) **Environmental** - This strategy establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of substance abuse in the general population. This strategy is divided into two subcategories to permit distinction between activities that center on legal and regulatory initiatives and those that relate to the service and action-oriented initiatives.

Sub strategy/activity:

Information Dissemination:

- Clearinghouse/information resources centers;
- Resource directories;
- Media campaigns;
- Brochures;
- Radio and TV public service announcements;
- Speaking engagements;
- Health fairs and other health promotion, e.g., conferences, meetings, seminars;
- Information lines/Hot lines;
- Other, specify.

Education:

- Parenting and family management;
- Ongoing classroom and/or small group sessions;
- Peer leader/helper programs;
- Education programs for youth groups;
- Mentors;
- Preschool ATOD prevention programs;
- Other, specify.

Alternatives:

- Drug free dances and parties;
- Youth/adult leadership activities;
- Community drop-in centers;
- Community service activities;
- Outward Bound;
- Recreation activities;

- Other, specify.

Problem Identification and Referral:

- Employee Assistance Programs;
- Student Assistance Programs;
- Driving while under the influence/driving while intoxicated education programs;
- Other, specify.

Community-Based Process:

- Community and volunteer training, e.g., neighborhood action training, impactor training, staff/officials training;
- Systematic planning;
- Multi-agency coordination and collaboration/coalition;
- Community team-building;
- Accessing services and funding;
- Other, specify.

Environmental:

- Promoting the establishment or review of alcohol, tobacco, and drug use policies in schools;
- Guidance and technical assistance on monitoring enforcement governing availability and distribution of alcohol, tobacco, and other drugs;
- Modifying alcohol and tobacco advertising practices;
- Product pricing strategies;
- Other, specify.

Other Prevention Activities:

- For any prevention activity not included in the list above.



Exhibit A, Appendix 2

VI. INSTITUTE OF MEDICINE (IOM) PREVENTION CLASSIFICATIONS:

Universal, Selective, and Indicated:

- 1.) **Universal:** Activities targeted to the general public or a whole population group that has not been identified on the basis of individual risk.
- 2.) **Universal Direct:** Interventions directly serve an identifiable group of participants but who have not been identified on the basis of individual risk (e.g., school curriculum, after school program, parenting class). This also could include interventions involving interpersonal and ongoing/repeated contact (e.g., coalitions).
- 3.) **Universal Indirect:** Interventions support population-based programs and environmental strategies (e.g., establishing ATOD policies, modifying ATOD advertising practices). This also could include interventions involving programs and policies implemented by coalitions.
- 4.) **Selective:** Activities targeted to individuals or a subgroup of the population whose risk of developing a disorder is significantly higher than average.
Indicated: Activities targeted to individuals in high-risk environments, identified as having minimal but detectable signs or symptoms foreshadowing disorder or having biological markers indicating predisposition for disorder but not yet meeting diagnostic levels. (Adapted from The Institute of Medicine Model of Prevention)
- 5.) **Indicated:** Activities targeted to individuals in high-risk environments, identified as having minimal but detectable signs or symptoms foreshadowing a disorder or having biological markers indicating predisposition for a disorder but not yet meeting diagnostic levels.

VII. EVIDENCED BASED INTERVENTION (EBI)

Definition of Evidence-Based Programs and Strategies: The guidance document for the Strategic Prevention Framework State Incentive Grant, Identifying and Selecting Evidence-based Interventions, provides the following definition for evidence-based programs:

1. Inclusion in a Federal List or Registry of evidence-based interventions;
2. Being reported (with positive effects) in a peer-reviewed journal;
3. Documentation of effectiveness based on the following guidelines:
 - Guideline The intervention is based on a theory of change that is documented in a clear logic or conceptual model; and Guideline The intervention is similar in content and structure to interventions that appear in registries and/or the peer-reviewed literature; and
 - Guideline The intervention is supported by documentation that it has been effectively implemented in the past, and multiple times, in a manner attentive to Identifying and Selecting Evidence-Based Interventions scientific standards of evidence and with results that show a consistent pattern of credible and positive effects; and
 - Guideline The intervention is reviewed and deemed appropriate by a panel of informed prevention experts that includes: well-qualified prevention researchers who are experienced in evaluating prevention interventions similar to those under review; local prevention practitioners; and key community leaders as appropriate, e.g., officials from law enforcement and education sectors or elders within indigenous cultures.
4. Provide a description of the process the State uses to implement the guidelines included in the above definition.
5. Provide a description on how the State collects data on the number of programs, strategies and sources of the data.

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

CFDA #: 93.043
Federal Agency: US Department of Health and Human Services
Program Title: Title IIID: Preventative Health Money from the Administration for Community Living
FAIN: 17AANHT3PH

CFDA #: 93.959
Federal Agency: US Department of Health and Human Services, Substance Abuse and Mental Health Services Administration
Program Title: Substance Abuse Prevention and Treatment (SAPT) Block Grant
FAIN: T1010035

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.

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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.

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
Referral, Education, Assessment and Prevention (REAP)	\$245,000	\$245,000
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$377,820	\$377,820
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000
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
Projects For Assistance In Transition From Homelessness (PATH) Services	\$ 25,000	\$ 25,000
Total	\$887,535	\$883,535

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.



Exhibit B

- 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

- 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:
SFY _____ BUDGET

	Total Agency	Total Administration	Total Programs	Maintenance	Children & Adolescents	Older Adult Services	Intake	Emergency Services/ Assessment	Brief/DRF	Intensive Partial Hospital	Restorative Partial Hospital
		180		100	101	102	103	104	106	107	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. Alc/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
446 MHSP	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
480 BBH											
481 Bur. of Behavioral Health	0	0	0	0	0	0	0	0	0	0	0
482 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												
610 Client 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
645 Maintenance & Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0
646 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												
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													

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New Hampshire Department of Health and Human Services
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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												
781	Malpractice & Bonding	0	0	0	0	0	0	0	0	0	0	0	0
782	Vehicles	0	0	0	0	0	0	0	0	0	0	0	0
783	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											
900	Administrative Allocation	0											
	TOTAL PROGRAM EXPENSES	0											
	SURPLUS/(DEFICIT)	0											
	Total Revenue - Total Expense (line 49 - 115)												
	BBH Revenue w/Match	0	-	0	-	-	-	-	-	-	-	-	-
	Total Fees less Medicaid	0	-	0	-	-	-	-	-	-	-	-	-
	BBH Revenue	0	-	0	-	-	-	-	-	-	-	-	-
	Personnel Expense	0	-	0	-	-	-	-	-	-	-	-	-

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SPECIAL PROVISIONS

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

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

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

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

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

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

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

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

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

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

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

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

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

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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6/7/17



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.

JC
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- 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.

JC
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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;

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Exhibit C-1

- 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.

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- 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.

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- 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.

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6/7/17



- 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.

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6/7/17



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.

JC
Date 6/7/17



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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6/7/17



- 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: Seacoast Mental Health Center, Inc.

June 7, 2017
Date

JCh
Name:
Title: President, Board of Directors
Jessy Coleman



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Seacoast Mental Health Center, Inc.

June 7, 2017
Date

J Ch
Name: _____
Title: President, Board of Directors
Jason Coleman

Exhibit E – Certification Regarding Lobbying

Contractor Initials JC
Date 6/7/17



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

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

INSTRUCTIONS FOR CERTIFICATION

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

JL
6/7/17



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: *Seacoast Mental Health Center, Inc.*

June 7, 2017
Date

J Ch
Name: *Justin Coleman*
Title: *President, Board of Directors*

Contractor Initials *Jc*
Date *6/7/2017*



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

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

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

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

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

Exhibit G

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

Contractor Initials

JK

Date

6/17/17

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: Seacoast Mental Health Center, Inc.

June 7, 2017
Date

JCh
Name: Jeremy Coleman
Title: President, Board of Directors

Exhibit G

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

Contractor Initials JCh
Date 6/7/2017



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: Seacoast Mental Health Center, Inc.

June 7, 2007
Date

JCh
Name: Jason Colman
Title: President, Board of Directors

Contractor Initials je
Date 6/7/07



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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6/7/2017



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

JC
6/7/2017



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

JC

6/7/2017



Exhibit I

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

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

Department of Health and Human Services
The State


Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/9/17
Date

Seacoast Mental Health Center, LLC
Name of the Contractor


Signature of Authorized Representative

Jasene Coleman
Name of Authorized Representative

President, Board of Directors
Title of Authorized Representative

6/7/2017
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: Seacoast Mental Health Center, Inc.

June 7, 2017
Date

J. Cole
Name: Jason Coleman
Title: President, Board of Directors



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: 188996185
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

JC
6/7/2017

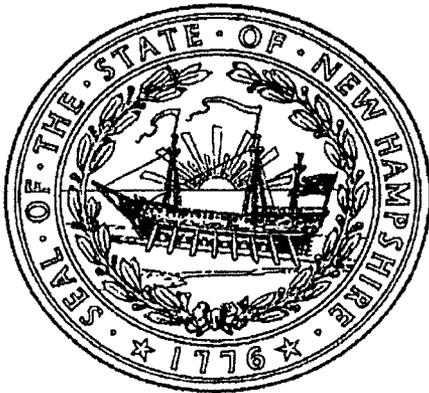
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 21, 1963. 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: 65254



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 3rd day of May A.D. 2017.

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

William M. Gardner
Secretary of State

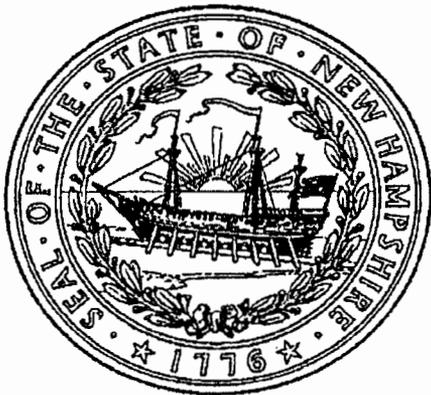
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER RESOURCE GROUP, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 25, 1985. 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: 66834



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of May A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Paul Sorli, do hereby certify that:

1. I am a duly elected Officer of Seacoast Mental Health Center, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 16, 2017:

RESOLVED: That the President of the Board of Directors

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7 day of June, 2017.

4. Jason Coleman is the duly elected President of the Agency.



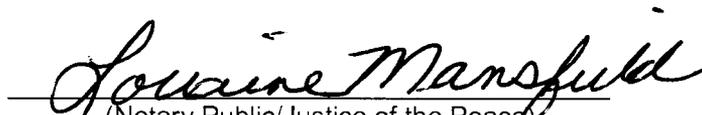
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 7 day of June, 2017,

By Paul Sorli.



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LORRAINE MANSFIELD
Justice of the Peace - New Hampshire
My Commission Expires February 28, 2019

Commission Expires: _____

Seacoast Mental Health Center, Inc.

Mission Statement

SEACOAST MENTAL HEALTH CENTER, INC. is a private, not-for-profit, comprehensive mental health facility serving the eastern half of Rockingham County, New Hampshire. The mission of the Center is to provide a broad, comprehensive array of high quality, effective and accessible mental health services to residents of the Seacoast area. Some of these services seek to promote positive mental well-being and prevent occurrences of mental illness. Some of these services endeavor to address problematic emotional functioning, treating those directly or indirectly affected by mental illness. Other services strive to care for and improve the quality of lives of those with severe or persistent mental illness.

Seacoast Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2016

Seacoast Mental Health Center, Inc.
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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Seacoast Mental Health Center, Inc.
Portsmouth, New Hampshire

We have audited the accompanying financial statements of Seacoast Mental Health Center, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2016, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 10 through 13 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statement 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.

A handwritten signature in black ink that reads "Kirtell Branagan & Sygent". The signature is written in a cursive style with a long horizontal line extending from the end.

St. Albans, Vermont
August 4, 2016

Seacoast Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2016

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 1,619,900
Restricted cash	3,115
Accounts receivable (net of \$600,000 allowance)	1,222,332
Prepaid expenses	<u>195,277</u>

TOTAL CURRENT ASSETS 3,040,624

PROPERTY AND EQUIPMENT - NET 38,618

TOTAL ASSETS \$ 3,079,242

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 215,346
Deferred income	127,334
Accrued vacation	118,863
Accrued expenses	<u>70,914</u>

TOTAL CURRENT LIABILITIES 532,457

NET ASSETS

Unrestricted Net Assets 2,546,785

TOTAL LIABILITIES AND NET ASSETS \$ 3,079,242

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2016

PUBLIC SUPPORT AND REVENUES

Public support -	
Federal	\$ 189,290
State of New Hampshire - BBH	740,374
Other public support	<u>682,418</u>
Total Public Support	<u>1,612,082</u>
Revenues -	
Program service fees	10,030,063
Rental income	102,676
Interest Income	8,062
Other revenue	<u>169,082</u>
Total Revenues	<u>10,309,883</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>11,921,965</u>

OPERATING EXPENSES

BBH funded program services -	
Children services	3,599,479
Emergency services	931,218
Vocational services	198,272
Adult services	4,514,896
Act Team	1,138,874
Fairweather Lodge	640,950
Springbrook	39,954
Drug Court	85,528
REAP	289,821
Non-DMH funded program services	<u>69,160</u>
TOTAL EXPENSES	<u>11,508,152</u>

INCREASE IN NET ASSETS	413,813
NET ASSETS, beginning	<u>2,132,972</u>
NET ASSETS, ending	<u>\$ 2,546,785</u>

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2016

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	\$ 413,813
Adjustments to reconcile to net cash provided by operations:	
Depreciation	22,814
(Increase) decrease in:	
Accounts receivable - trade	(383,178)
Prepaid expenses	(14,043)
Restricted cash	(3,115)
Increase (decrease) in:	
Accounts payable & accrued liabilities	(39,921)
Deferred income	<u>75,579</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>71,949</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	<u>(25,232)</u>
NET INCREASE IN CASH	46,717
CASH AT BEGINNING OF YEAR	<u>1,573,183</u>
CASH AT END OF YEAR	<u>\$ 1,619,900</u>

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Seacoast Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from 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 under Section 509(a)(2).

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2013, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Related Organizations

The Center leases property and equipment from Seacoast Mental Health Center Resource Group, Inc. - a related non-profit corporation formed in 1985 for the benefit of Seacoast Mental Health Center, Inc. Seacoast Mental Health Center Resource Group was formed to support the operations of Seacoast Mental Health Center, Inc. by managing and renting property and raising other funds on its behalf.

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 30 years.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Center considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

The Center increased its estimate in the allowance for doubtful accounts to \$600,000 as of June 30, 2016 from \$440,000 as of June 30, 2015. This was a result of Medicaid patient accounts receivable increasing to \$871,605 as of June 30, 2016 from \$419,902 as of June 30, 2015 and Other Insurance accounts receivable increasing to \$308,026 as of June 30, 2016 from \$160,312 as of June 30, 2015.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2016 totaled \$10,030,063, of which \$9,693,119 was revenue from third-party payors and \$336,944 was revenue from self-pay clients.

Seacoast Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2016

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service and Case Rates.

Approximately 80% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2016. Laws and regulations governing the programs are complex and subject to interpretation and change. As a result, it is reasonable possible that recorded estimates could change materially in the near term.

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$ 274,459
Insurance companies	351,161
Medicaid receivable	871,605
Medicare receivable	<u>237,962</u>
	1,735,187
Allowance for doubtful accounts	<u>(600,000)</u>
	<u>1,135,187</u>

ACCOUNTS RECEIVABLE - OTHER

DMH	66,165
Families First	12,480
Lamprey Healthcare	250
MDRC	2,000
Robert Lister	250
UNH	<u>6,000</u>
	<u>87,145</u>

TOTAL ACCOUNTS RECEIVABLE	\$ <u>1,222,332</u>
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Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 4 PROPERTY AND EQUIPMENT

Property and equipment, at cost, consists of the following:

Computer equipment	\$	338,694
Furniture, fixtures and equipment		<u>1,084,467</u>
		1,423,161
Accumulated Depreciation		<u>(1,384,543)</u>
Net Book Value	<u>\$</u>	<u>38,618</u>

NOTE 5 DEFERRED INCOME

Casey Foundation	\$	12,949
Fuller Foundation		4,800
Healthcare Gives Half Marathon		30,077
Memorial Fund		2,250
Seacoast Half Marathon		<u>77,258</u>
TOTAL	<u>\$</u>	<u>127,334</u>

NOTE 6 LINE OF CREDIT

As of June 30, 2016, the Center had available a line of credit from a bank with an upper limit of \$500,000. At that date, \$-0- had been borrowed against the line of credit. These funds are available with an interest rate of The Wall Street Journal Prime Rate, floating. This line of credit expires on December 12, 2016.

NOTE 7 RELATED PARTY TRANSACTIONS

During the year ended June 30, 2016, the Center collected \$72,000 from Seacoast Mental Health Center Resource Group, Inc. (Resource Group) in management fees for administrative services.

A line of credit is available to the Center from Resource Group with a limit of \$500,000. Interest is charged at prime plus 1%. As of June 30, 2016 \$-0- had been borrowed against the line of credit and the interest rate was 4.25%. During the year ended June 30, 2016 \$-0- was paid to the Resource Group in interest related to this line of credit.

The Center guarantees mortgages totaling \$430,965 for the Resource Group as of June 30, 2016.

Seacoast Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2016

NOTE 7 RELATED PARTY TRANSACTIONS (continued)

Operating Leases

During the year ended June 30, 2016, the Center rented properties and equipment from the Resource Group. Total rent paid for the year for property and equipment was \$390,800 and \$96,452, respectively. The Center is obligated to the Resource Group under cancelable leases to continue to rent these facilities and equipment at an annual rate of approximately \$529,556. The annual rates of rents are revisited on an annual basis.

NOTE 8 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a tax-sheltered annuity on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2016, contributions of \$119,904 were made by the Center to the plan.

NOTE 9 COMMITMENTS AND CONTINGENCIES

The Center has entered into a subscription agreement with a software vendor and is obligated to pay \$7,050 per month through December 31, 2020 in exchange for software subscription services.

NOTE 10 CONCENTRATIONS OF CREDIT RISK

Cash deposits in the Center's accounts at June 30, 2016 consist of the following:

	Book Balance	Bank Balance
Insured by FDIC	\$ 250,000	\$ 250,000
Uninsured/Collateralized*	1,369,900	1,526,772
	\$ 1,619,900	\$ 1,776,772

The differences between book and bank balances are reconciling items such as deposits in transit and outstanding checks.

* The Center has entered into a sweep agreement which invests all excess cash in a portfolio which contains short-term securities issued or guaranteed by the U.S. Government. Including in cash as of as of June 30, 2016 is \$1,496,772 invested in treasury bills. These funds are not considered deposits of the bank therefore they are not covered by FDIC insurance.

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2016

NOTE 10 CONCENTRATIONS OF CREDIT RISK (continued)

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2016 is as follows:

Due from clients	16 %
Insurance companies	20
Medicaid	50
Medicare	<u>14</u>
	<u>100 %</u>

NOTE 11 RESTRICTED CASH

At June 30, 2016, the Center had funds on deposit which were required to be maintained in a separate depository account and specifically restricted to the following use:

Section 125 Account	<u>\$ 3,115</u>
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NOTE 12 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through August 4, 2016, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2016, have been incorporated into these basic financial statements herein.

SUPPLEMENTARY INFORMATION

Seacoast Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2016

	<u>Accounts Receivable Beginning of Year</u>	<u>Gross Fees</u>	<u>Contractual Allowances and Other Discounts Given</u>	<u>Cash Receipts</u>	<u>Accounts Receivable End of Year</u>
CLIENT FEES	\$ 268,237	\$ 1,217,530	\$ (880,586)	\$ (330,722)	\$ 274,459
BLUE CROSS / BLUE SHIELD	39,647	423,839	(138,778)	(281,573)	43,135
MEDICAID	419,902	9,027,651	(978,826)	(7,597,122)	871,605
MEDICARE	196,292	1,277,871	(675,064)	(561,137)	237,962
OTHER INSURANCE	160,312	1,151,010	(394,584)	(608,712)	308,026
ALLOWANCE FOR UNCOLLECTIBLES	<u>(440,000)</u>	<u>-</u>	<u>(160,000)</u>	<u>-</u>	<u>(600,000)</u>
TOTAL	<u>\$ 644,390</u>	<u>\$ 13,097,901</u>	<u>\$ (3,227,838)</u>	<u>\$ (9,379,266)</u>	<u>\$ 1,135,187</u>

Seacoast Mental Health Center, Inc.
 ANALYSIS OF BBH REVENUES AND RECEIVABLES
 For the Year Ended June 30, 2016

	Receivable From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable From BBH End of Year
CONTRACT YEAR, June 30, 2016	\$ -	\$ 740,374	\$ (740,374)	\$ -

Analysis of Receipts:

Date of Receipt	Amount
09/01/15	\$ 74
09/24/15	55
09/28/15	59,366
10/20/15	58,070
10/23/15	752
10/30/15	44,813
11/17/15	19,086
11/25/15	37
12/08/15	61,870
11/06/15	650
12/24/15	5,310
01/20/16	74
01/25/16	59,432
02/17/16	45,922
02/24/16	585
03/22/16	37,313
04/18/16	191,980
04/26/16	102,695
05/17/16	41,980
06/16/16	78,660
06/22/16	28,097
06/01/16	148
06/28/16	74
Less: Federal Monies	(96,669)
	\$ 740,374

Seacoast Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2016

	Total Agency	Admin.	Total Programs	Children	Emergency Services
Program Service Fees:					
Net Client Fee	\$ 336,944	\$ -	\$ 336,944	\$ 147,843	\$ (5,321)
Blue Cross/Blue Shield	285,061	-	285,061	104,469	7,832
Medicaid	8,048,825	-	8,048,825	4,034,116	90,722
Medicare	602,807	-	602,807	(1,502)	13,293
Other Insurance	756,426	(43)	756,469	333,658	43,290
Public Support - Other:					
United Way	10,000	-	10,000	-	-
Local/County Government	130,834	-	130,834	-	-
Donations/Contributions	55,261	26,019	29,242	131	-
Other Public Support	485,751	-	485,751	36,094	161,022
DPHS (DADAPR)	61,135	-	61,135	-	-
DCYF	572	-	572	572	-
Federal Funding:					
Block Grants	7,500	-	7,500	-	-
HUD Grant	14,596	-	14,596	-	-
Other Federal Grants	81,059	-	81,059	2,500	-
PATH	25,000	-	25,000	-	-
BBH					
Community Mental Health	740,374	-	740,374	-	377,820
Rental Income	102,676	23,617	79,059	-	-
Other Revenues	169,082	77,015	92,067	34,439	519
Interest Income	8,062	8,059	3	-	-
	<u>11,921,965</u>	<u>134,667</u>	<u>11,787,298</u>	<u>4,692,320</u>	<u>689,177</u>
Administration	<u>-</u>	<u>(134,667)</u>	<u>134,667</u>	<u>55,994</u>	<u>8,224</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>\$ 11,921,965</u>	<u>\$ -</u>	<u>\$ 11,921,965</u>	<u>\$ 4,748,314</u>	<u>\$ 697,401</u>

Vocational Services	Adult Services	Act Team	Fairweather Lodges	Springbrook	Drug Court	REAP	Other Non/BBH
\$ 2,215	\$ 175,283	\$ 15,108	\$ 4,114	\$ -	\$ (2,298)	\$ -	\$ -
-	167,450	5,310	-	-	-	-	-
106,349	2,905,239	566,790	321,075	-	24,534	-	-
-	545,409	45,607	-	-	-	-	-
-	364,912	12,958	-	-	1,651	-	-
-	10,000	-	-	-	-	-	-
-	58,607	-	-	-	72,227	-	-
-	-	-	2,400	-	-	-	26,711
-	152,873	-	-	-	-	62,000	73,762
-	-	-	-	-	-	61,135	-
-	-	-	-	-	-	-	-
-	7,500	-	-	-	-	-	-
-	-	-	-	14,596	-	-	-
-	43,824	-	-	-	-	34,735	-
-	25,000	-	-	-	-	-	-
-	-	225,000	-	-	-	137,554	-
-	-	-	61,548	17,511	-	-	-
211	44,272	781	3,993	(2,410)	10,220	42	-
-	3	-	-	-	-	-	-
108,775	4,500,372	871,554	393,130	29,697	106,334	295,466	100,473
1,298	53,704	10,401	4,691	355	-	-	-
<u>\$ 110,073</u>	<u>\$ 4,554,076</u>	<u>\$ 881,955</u>	<u>\$ 397,821</u>	<u>\$ 30,052</u>	<u>\$ 106,334</u>	<u>\$ 295,466</u>	<u>\$ 100,473</u>

Seacoast Mental Health Center, Inc.
STATEMENT OF PROGRAM SERVICE EXPENSES
For the Year Ended June 30, 2016

	Total Agency	Admin.	Total Programs	Children	Emergency Services
Personnel Costs:					
Salary and wages	\$ 7,692,503	\$ 830,508	\$ 6,861,995	\$ 2,144,408	\$ 650,967
Employee benefits	1,114,307	121,511	992,796	326,504	46,410
Payroll Taxes	546,625	59,988	486,637	153,873	45,995
Professional Fees:					
Accounting/audit fees	24,455	19,901	4,554	1,652	270
Legal fees	28,511	18,384	10,127	-	-
Other professional fees	376,323	36,089	340,234	46,811	6,343
Staff Devel. & Training:					
Journals & publications	7,462	609	6,853	237	-
Conferences & conventions	30,613	7,400	23,213	820	476
Other Staff Development	6,945	767	6,178	1,643	1,175
Occupancy costs:					
Rent	393,167	31,928	361,239	117,762	18,174
Other Utilities	86,044	6,425	79,619	23,401	3,657
Maintenance & repairs	112,617	8,926	103,691	32,613	5,102
Taxes	7,680	-	7,680	-	-
Consumable Supplies:					
Office	19,800	1,420	18,380	7,081	962
Building/household	56,627	2,164	54,463	9,618	1,233
Food	43,559	910	42,649	4,196	562
Medical	10,506	348	10,158	3,770	243
Other	126,966	8,470	118,496	44,789	6,072
Depreciation	22,814	1,783	21,031	7,579	1,233
Equipment rental	70,525	5,254	65,271	22,354	3,643
Equipment maintenance	3,745	-	3,745	670	-
Advertising	5,179	798	4,381	1,497	244
Printing	16,763	827	15,936	4,393	664
Telephone/communications	175,084	11,827	163,257	53,303	26,813
Postage/shipping	16,968	1,273	15,695	5,462	890
Transportation:					
Staff	291,619	14,690	276,929	139,867	3,234
Clients	12,748	-	12,748	2,683	14
Assist to Individuals:					
Client services	7,262	-	7,262	2,841	-
Insurance:					
Malpractice/bonding	46,735	-	46,735	12,332	741
Vehicles	3,033	-	3,033	455	-
Comp. Property/liability	90,449	6,844	83,605	29,480	4,812
Membership Dues	56,231	33,936	22,295	5,887	40
Other Expenditures	4,287	1,450	2,837	137	-
	<u>11,508,152</u>	<u>1,234,430</u>	<u>10,273,722</u>	<u>3,208,118</u>	<u>829,969</u>
Admin. Allocation	<u>-</u>	<u>(1,234,430)</u>	<u>1,234,430</u>	<u>391,361</u>	<u>101,249</u>
TOTAL PROGRAM EXPENSES	<u>\$ 11,508,152</u>	<u>\$ -</u>	<u>\$ 11,508,152</u>	<u>\$ 3,599,479</u>	<u>\$ 931,218</u>

	Vocational Services	Adult Services	Act Team	Fairweather Lodges	Springbrook	Drug Court	REAP	Other Non/BBH
\$	106,928	\$ 2,831,047	\$ 690,554	\$ 339,001	\$ 4,215	\$ 57,953	\$ 36,922	\$ -
	26,369	398,936	124,799	59,330	266	4,175	6,007	-
	7,686	199,892	47,097	24,568	322	4,693	2,511	-
	110	1,696	406	333	3	62	22	-
	-	-	10,127	-	-	-	-	-
	2,579	50,825	9,583	7,828	81	1,452	203,825	10,907
	-	173	-	707	-	-	-	5,736
	-	3,028	2,258	-	-	2,034	216	14,381
	127	2,686	272	84	1	185	5	-
	6,895	155,765	15,522	42,524	141	2,829	1,627	-
	1,388	31,163	3,123	10,463	5,528	569	327	-
	1,939	43,221	4,431	11,602	3,526	802	455	-
	-	-	-	-	7,680	-	-	-
	391	6,493	1,449	1,234	12	438	78	242
	551	10,144	1,910	8,958	831	285	99	20,834
	186	4,757	687	22,121	6	105	1,154	8,875
	99	2,334	370	300	3	3,019	20	-
	3,486	43,752	9,914	7,583	72	1,291	1,537	-
	499	8,045	1,838	1,455	14	257	111	-
	1,477	23,207	5,392	7,214	46	831	295	812
	-	335	335	2,405	-	-	-	-
	99	1,745	367	302	3	56	20	48
	235	4,325	870	762	7	230	669	3,781
	3,785	57,758	16,744	3,417	44	888	505	-
	362	5,601	1,339	1,099	12	205	72	653
	9,532	69,209	47,098	4,708	14	1,634	1,443	190
	-	3,654	1,342	5,055	-	-	-	-
	-	101	3,915	-	-	405	-	-
	-	28,305	5,357	-	-	-	-	-
	-	379	379	1,820	-	-	-	-
	1,956	30,265	7,236	5,940	2,418	1,110	388	-
	35	5,163	334	248	10,365	20	2	201
	-	-	-	200	-	-	-	2,500
	176,714	4,024,004	1,015,048	571,261	35,610	85,528	258,310	69,160
	21,558	490,892	123,826	69,689	4,344	-	31,511	-
\$	198,272	\$ 4,514,896	\$ 1,138,874	\$ 640,950	\$ 39,954	\$ 85,528	\$ 289,821	\$ 69,160

Seacoast Mental Health Center, Inc.
Board of Directors
November 17, 2016

PRESIDENT
Jason Coleman

VICE PRESIDENT /INTERIM TREASURER
Monica Kieser

TREASURER
vacant

SECRETARY
Paul Sorli

Timothy Black

Susan Craig

Kathleen Dwyer

Kimberly Hyer

Lindsay Josephs

Erin Lawson

Ed Miller

John Pendleton

Ned Reynolds

Nike Speltz

Robert Stomierosky

Tammy Strain

Geraldine A. Couture

Professional Experience

Seacoast Mental Health Center, Inc., Portsmouth, NH
Executive Director, April 2002

Seacoast Mental Health Center, Inc., Portsmouth, NH
Associate Director, March 1993 – April 2002
Interim Director of Child Adolescent and Family Services, November 2000 –
Compliance Officer

Oversee fiscal and administrative functions of large community mental health center.

Coordinate development and monitoring of annual budget and state contract.

Facilitate ongoing development of team model Child, Adolescent and Family Services Department including direct supervision of management staff, regional planning and inter-agency collaboration.

Chair: Compliance Committee.

Member: Personnel, Staff Growth and Development and Quality Improvement Committees

Strafford Guidance Center, Inc., Dover, NH
Business Manager, December 1991 - March 1993

Assistant Business Manager, January 1991 - December 1991

Accounts Receivable Manager, August 1987 - January 1991

Actively oversee daily operations of Accounts Receivable Department in a community mental health center.

Participate in development and monitoring of annual budget and contract with the New Hampshire Division of Mental Health.

Rochester Site Office Manger, December 1986 - August 1987
Responsible for all daily operations of satellite office.

Administrative Assistant, June 1986 - December 1986
Provided administrative support services to the Director of the Community Support Program.

Fradco Holdings, Inc., Greensburg, PA
President, June 1984 - April 1986
Administered all functions of company dealing in coal, timber and natural gas holdings.

Educational Experience

University of New Hampshire, Durham, NH
Master of Health Administration, May 2001.

University of New Hampshire, Durham, NH
Bachelor of Science, College of Life Sciences and Agriculture, Family and Consumer Studies, May 1984

Honors and Awards

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

Membership

National Association of Reimbursement Officers, Past President

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Seacoast Mental Health Center, Inc.

Name of Contract: Mental Health Services

BUDGET PERIOD:			SFY 18 (Jul 1, 2017 thru Jun 30, 2018)		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT	
Geraldine Couture	Executive Director	\$163,049	6.00%		\$9,782.94
Linda Every	Associate Director	\$102,801	6.00%		\$6,168.06
Wassfy Hanna	Medical Director	\$105,884	2.00%		\$2,117.68
		\$0	0.00%		\$0.00
		\$0	0.00%		\$0.00
		\$0	0.00%		\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)					\$18,068.68

BUDGET PERIOD:			SFY 19 (Jul 1, 2018 thru Jun 30, 2019)		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT	
Geraldine Couture	Executive Director	TBD	TBD		TBD
Linda Every	Associate Director	TBD	TBD		TBD
Wassfy Hanna	Medical Director	TBD	TBD		TBD
		\$0	0.00%		\$0.00
		\$0	0.00%		\$0.00
		\$0	0.00%		\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)					\$0.00

Subject: Mental Health Services (SS-2018-DBH-01-MENTA-09)

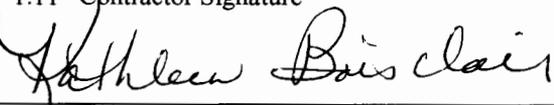
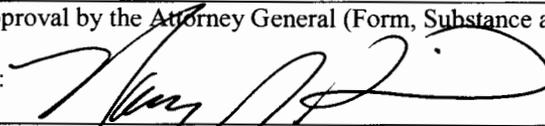
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County		1.4 Contractor Address 113 Crosby Road, Suite #1 Dover, NH 03820	
1.5 Contractor Phone Number 603-516-9300	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 \$644,626
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 Kathleen Boisclair, President	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Strafford</i> On <i>June 7, 2017</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Darlene E. Moore, Notary Public</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <i>Katja S. Fix, Director</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>6/13/2017</i>			
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

Contractor Initials K.B.
Date 6/7/17

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.

Contractor Initials K.B.
Date 6/7/17



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 Glenduff 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 (APRTP).
- 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.



Exhibit A

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 Glencliff 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 Glencliff 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.



Exhibit A

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

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

23.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and

23.1.2. 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.

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

24.1. 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 #: 93.150
Federal Agency: U.S. Department of Health and Human Services
Program Title: Projects for Assistance in Transition from Homelessness (PATH) PL 101-645
FAIN: SM016030-14

CFDA #: 93.778
Federal Agency: 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:



Exhibit B

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.

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
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$ 84,598	\$ 84,598
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000
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	\$320,313	\$324,313

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.



Exhibit B

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. 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:
SFY _____ BUDGET

	Total Agency	Total Administration 180	Total Programs	Maintenance 100	Children & Adolescents 101	Older Adult Services 102	Intake 103	Emergency Services/ Assessment 104	Brief/DR 106
400	PROG. SERV. FEES								
401	0	0	0	0	0	0	0	0	0
402	0	0	0	0	0	0	0	0	0
403	0	0	0	0	0	0	0	0	0
404	0	0	0	0	0	0	0	0	0
405	0	0	0	0	0	0	0	0	0
406	0	0	0	0	0	0	0	0	0
411	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
420	PROG. SALES								
421	0	0	0	0	0	0	0	0	0
422	0	0	0	0	0	0	0	0	0
430	PUBLIC SUPPORT								
431	0	0	0	0	0	0	0	0	0
432	0	0	0	0	0	0	0	0	0
433	0	0	0	0	0	0	0	0	0
434	0	0	0	0	0	0	0	0	0
435	0	0	0	0	0	0	0	0	0
436	0	0	0	0	0	0	0	0	0
437	0	0	0	0	0	0	0	0	0
438	0	0	0	0	0	0	0	0	0
439	0	0	0	0	0	0	0	0	0
440	FEDERAL FUNDING								
441	0	0	0	0	0	0	0	0	0
444	0	0	0	0	0	0	0	0	0
445	0	0	0	0	0	0	0	0	0
446	0	0	0	0	0	0	0	0	0
448	0	0	0	0	0	0	0	0	0
450	OTHER REVENUE								
451	0	0	0	0	0	0	0	0	0
452	0	0	0	0	0	0	0	0	0
453	0	0	0	0	0	0	0	0	0
454	0	0	0	0	0	0	0	0	0
480	BBH								
481	0	0	0	0	0	0	0	0	0
482	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
500	General Management Allocation								
	0	0	0	0	0	0	0	0	0

K. B.
6/7/17

New Hampshire Department of Health and Human Services
Mental Health Services

Exhibit B, Appendix 1

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

K.R.
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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
752	Clothing	0	0	0	0	0	0	0
760	INSURANCE							
761	Malpractice & Bonding	0	0	0	0	0	0	0
762	Vehicles	0	0	0	0	0	0	0
763	Comprehensive, Property & Liability	0	0	0	0	0	0	0
800	OTHER EXPENDITURES							
801	Interest Expense (other than Mortgage Interest)	0	0	0	0	0	0	0
802	In-Kind Expense	0	0	0	0	0	0	0
803	Depreciation, Equipment	0	0	0	0	0	0	0
804	Depreciation, Building	0	0	0	0	0	0	0
805	Equipment Rental	0	0	0	0	0	0	0
806	Equipment Maintenance	0	0	0	0	0	0	0
807	Membership Dues	0	0	0	0	0	0	0
810	Other Expenditures	0	0	0	0	0	0	0
	TOTAL EXPENSES	0						
900	Administrative Allocation	0						
TOTAL PROGRAM EXPENSES		0						
SURPLUS/(DEFICIT)		0						
Total Revenue - Total Expense (line 49 - 115)								
	BBH Revenue w/Match	0	-	0	-	-	-	-
	Total Fees less Medicaid	0	-	0	-	-	-	-
	BBH Revenue	0	-	0	-	-	-	-
	Personnel Expense	0	-	0	-	-	-	-

K.B.
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SPECIAL PROVISIONS

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

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



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department 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.



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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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.



Exhibit C-1

- 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.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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



- 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.

6/7/17
Date

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Kathleen Boisclair
Name: Kathleen Boisclair
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-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners


Name: Kathleen Boisclair
Title: President

6/7/17
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

6/7/17
Date

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Kathleen Boisclair
Name: Kathleen Boisclair
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 R.B.

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



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.

6/7/17
Date

Contractor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Kathleen Boisclair

Name: Kathleen Boisclair

Title: President



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:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners



Name: Kathleen Boisclair
Title: President

6/7/17
Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/9/17
Date

Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Name of the Contractor
Kathleen Boisclair
Signature of Authorized Representative

Kathleen Boisclair
Name of Authorized Representative

President
Title of Authorized Representative

6/7/17
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:

Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Name: Kathleen Boisclair

Title: President

6/7/17
Date



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: 149406691
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: _____

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 BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. 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: 62273



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

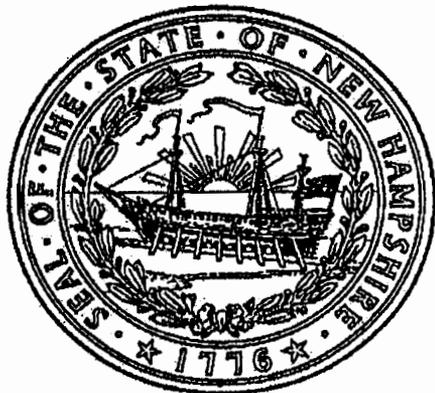
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. 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: 455172



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of April A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners.
(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 June 7, 2017:
(Date)

RESOLVED: That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of June, 2017.
(Date Contract Signed)

4. Kathleen Boisclair is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Ann Landry
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 7th day of June, 2017.

By Ann Landry
(Name of Elected Officer of the Agency)

Darlene E. Moore
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: April 8, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/15/2016

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Vivian Vaudreuil PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C. No.): (603) 645-4331 E-MAIL ADDRESS: vvaudreuil@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Philadelphia Indemnity Ins Co	18058
INSURED Behavioral Health & Developmental Services of Stafford County Inc, DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820		INSURER B: AIG Specialty Insurance Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16-17 All lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PRPK1571395	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Dishonesty \$ 500,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PRPK1571395	11/1/2016	11/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			PRUB561896	11/1/2016	11/1/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	012883756 (3a.) NH All officers included	11/16/2016	11/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PRPK1571395	11/1/2016	11/1/2017	Limit 1,000,000
A	Director's & Officer's Liab			PRSD1191492	11/1/2016	11/1/2017	Limit: 5,000,000 Ded: 35,000

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

CERTIFICATE HOLDER State of NH Dept of Health & Human Services 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 M Guarino/JSC
---	---

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113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

50 Chestnut Street
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-1850

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency



Mission: Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

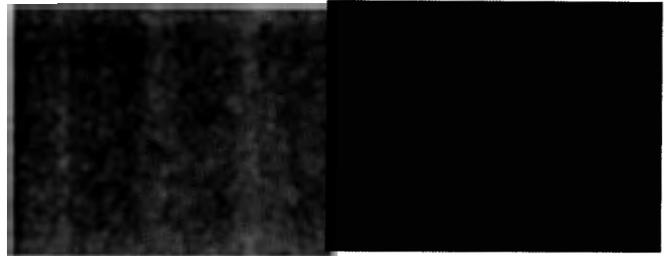
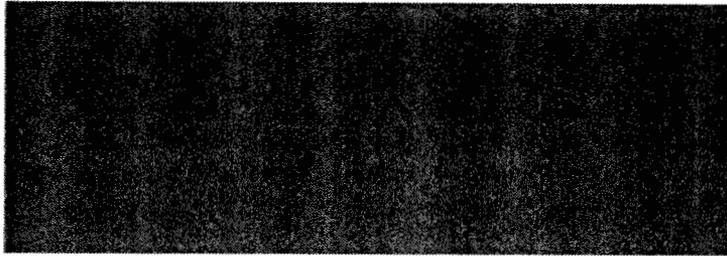
We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

Community Partners

Behavioral Health & Developmental Services of Strafford County, Inc.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2016 and 2015

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2016 and 2015, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated 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 consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2016 and 2015, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 2, 2016

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Financial Position

June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
ASSETS		
Cash and cash equivalents	\$ 1,880,722	\$ 1,086,881
Restricted cash	102,657	120,640
Accounts receivable, net of allowance for doubtful accounts	1,529,747	2,061,351
Grants receivable	250,836	99,915
Prepaid expenses	192,015	142,263
Property and equipment, net	<u>2,017,475</u>	<u>2,179,021</u>
Total assets	<u>\$ 5,973,452</u>	<u>\$ 5,690,071</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 2,032,650	\$ 1,989,421
Estimated third-party liability	381,472	249,517
Loan fund	89,204	89,115
Notes payable	<u>1,129,241</u>	<u>1,240,491</u>
Total liabilities	<u>3,632,567</u>	<u>3,568,544</u>
Net assets		
Unrestricted	2,340,559	2,103,636
Temporarily restricted	<u>326</u>	<u>17,891</u>
Total net assets	<u>2,340,885</u>	<u>2,121,527</u>
Total liabilities and net assets	<u>\$ 5,973,452</u>	<u>\$ 5,690,071</u>

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Activities

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 23,221,683	\$ 23,479,303
Medicare revenue	233,703	196,145
Client resources	1,512,323	1,481,753
Contract revenue	1,317,071	1,077,744
Grant income	729,354	674,320
Interest income	414	49
Other program revenue	145,867	105,846
Public support	115,856	67,734
Other revenue	<u>208,987</u>	<u>490,728</u>
Total public support and revenue	<u>27,485,258</u>	27,573,622
Net assets released from restrictions	<u>26,935</u>	<u>31,573</u>
Total public support, revenue, and releases	<u>27,512,193</u>	<u>27,605,195</u>
Expenses		
Program services		
Case management	872,909	943,225
Day programs and community support	4,173,872	4,405,287
Early support services and youth and family	3,212,331	3,412,749
Family support	575,952	579,621
Residential services	5,213,432	5,023,498
Combined residential, day and consolidated services	6,451,472	6,972,601
Adult services	2,705,789	3,716,191
Emergency services	467,770	620,806
Other	<u>940,101</u>	<u>842,840</u>
Total program expenses	<u>24,613,628</u>	26,516,818
Supporting services		
General management	<u>2,661,643</u>	<u>2,686,004</u>
Total expenses	<u>27,275,271</u>	<u>29,202,822</u>
Change in unrestricted net assets	<u>236,922</u>	<u>(1,597,627)</u>
Changes in temporarily restricted net assets		
United Way allocation	9,371	5,364
Net assets released from restrictions	<u>(26,935)</u>	<u>(31,573)</u>
Change in temporarily restricted net assets	<u>(17,564)</u>	<u>(26,209)</u>
Change in net assets	219,358	(1,623,836)
Net assets, beginning of year	<u>2,121,527</u>	<u>3,745,363</u>
Net assets, end of year	<u>\$ 2,340,885</u>	<u>\$ 2,121,527</u>

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2016

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 853,657	\$ 3,770,000	\$ 3,663,028	\$ 218,963	\$ 5,216,976	\$ 6,983,290	\$ 2,394,701	\$ 80,625	\$ 40,443	\$ 23,221,683	\$ -	\$ 23,221,683
Medicare revenue	-	43,983	(4,132)	-	-	-	209,655	(15,803)	-	233,703	-	233,703
Client resources	26,518	29,359	318,536	(682)	666,612	308,642	134,095	28,943	-	1,512,023	300	1,512,323
Contract revenue	40,502	293,723	303,776	38,565	-	30,635	60,310	103,598	162,079	1,033,188	283,883	1,317,071
Grant income	-	20,288	115,549	4,462	-	15,595	61,148	-	507,312	724,354	5,000	729,354
Interest income	-	-	-	-	-	-	-	-	-	-	414	414
Other program revenue	13,180	9,322	10,106	41,038	8,776	48,758	25	-	300	127,527	18,340	145,867
Public support	599	21,759	2,325	95	11,157	5,533	20,783	-	37,882	111,553	4,303	115,856
Other revenue	-	-	-	-	-	-	-	-	127,163	189,414	19,573	208,987
Total functional public support and revenue	934,456	4,257,129	4,410,186	302,441	5,903,521	7,392,453	2,880,717	197,363	875,179	27,153,445	331,813	27,485,258
Net assets released from restrictions	4,800	-	4,571	-	-	-	-	-	17,564	26,935	-	26,935
Total public support, revenue and releases	939,256	4,257,129	4,414,757	302,441	5,903,521	7,392,453	2,880,717	197,363	892,743	27,180,380	331,813	27,512,193
Expenses												
Salaries and wages	539,414	2,224,652	2,156,753	141,831	647,496	1,680,037	1,575,073	326,476	473,703	9,765,435	1,700,706	11,466,141
Employee benefits	128,623	541,750	431,718	47,548	165,840	293,106	546,259	82,088	168,150	2,405,082	264,665	2,669,747
Payroll taxes	39,167	169,396	152,590	10,508	48,012	123,920	109,214	23,277	49,066	725,050	87,371	812,621
Contracted substitute staff	998	7,338	6,250	333	1,219	6,783	2,217	1,120	-	26,529	69,632	96,161
Client treatment services	-	9,654	624	217,924	3,121,465	1,386,959	9,276	-	18,625	4,764,527	500	4,765,027
Client therapies	25,575	1,966	91,842	2,165	23,021	21,932	54,212	-	-	220,713	1,803	222,516
Professional fees and consultants	52,641	44,662	47,966	10,949	21,809	41,143	50,929	8,976	9,939	289,014	108,440	397,454
Subcontractors	-	480,118	-	-	1,043,611	2,429,652	1,991	-	-	3,955,372	-	3,955,372
Staff development/training	1,209	3,416	13,222	2,263	971	9,088	11,639	581	1,975	44,364	33,977	78,341
Rent	-	64,405	44,107	-	2,450	2,450	68,087	-	18,560	200,059	37,191	237,250
Utilities	2,704	34,248	12,474	2,704	10,953	29,596	10,611	-	17,106	120,396	12,753	133,149
Building maintenance and repairs	1,094	22,833	9,980	1,049	15,145	27,336	10,128	540	6,091	94,196	12,244	106,440
Other occupancy costs	1,721	27,726	11,961	1,721	5,064	28,302	15,851	-	19,633	112,009	10,797	122,806
Office	1,227	15,929	8,784	875	3,489	6,089	4,083	667	7,903	48,946	51,281	100,227
Building/household	642	15,439	5,215	226	3,521	7,214	5,567	507	39,603	39,603	11,065	50,668
Client consumables	1,572	24,613	2,970	6,025	10,315	58,087	3,100	94	1,620	108,376	3,046	111,422
Medical	-	263	274	-	80	-	330	25	4	3,718	463	4,181
Equipment maintenance	5,421	25,010	23,767	2,623	8,795	16,973	29,255	4,485	5,110	121,439	27,300	148,739
Depreciation	22,943	81,576	52,957	7,648	28,042	50,985	50,139	7,690	3,648	305,628	76,717	382,345
Advertising	-	-	-	-	-	-	-	-	417	417	2,577	2,994
Printing	34	239	4,535	11	86	166	161	26	8	5,266	(16)	5,250
Telephone/communications	1,818	32,929	24,086	401	14,563	25,374	24,842	1,521	30,873	156,407	26,170	182,577
Postage/shipping	823	3,360	4,338	266	975	1,772	5,065	620	1,732	18,951	3,709	22,660
Transportation	20,146	243,510	42,121	2,750	16,705	139,079	94,613	1,120	7,189	527,233	12,320	539,553
Assistance to individuals	9,917	37,947	600	107,013	38,723	-	-	-	25,884	220,084	621	220,705
Insurance	11,984	54,994	55,031	3,984	14,647	26,631	51,876	7,069	22,930	249,156	34,781	283,937
Membership dues	249	946	2,639	83	304	552	2,505	204	57	7,539	64,282	71,821
Interest	2,947	4,716	5,371	2,388	2,113	4,039	4,009	653	10,928	37,164	5,651	42,815
Other	40	337	156	2,654	49	90	191	31	37,407	40,955	1,397	42,352
Total expenses	872,909	4,173,872	3,212,331	575,952	5,213,432	6,451,472	2,705,789	467,770	940,101	24,613,628	2,661,643	27,275,271
Increase (decrease) in unrestricted net assets	\$ 66,347	\$ 83,257	\$ 1,202,426	\$ (273,511)	\$ 690,089	\$ 940,981	\$ 174,928	\$ (270,407)	\$ (47,358)	\$ 2,566,752	\$ (2,329,830)	\$ 236,922

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2015

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 794,617	\$ 3,191,487	\$ 3,578,586	\$ 211,819	\$ 5,539,379	\$ 6,510,476	\$ 3,533,900	\$ 86,352	\$ 32,687	\$ 23,479,303	\$ -	\$ 23,479,303
Medicare revenue		10,336	5,226				190,776	(10,193)		186,145		196,145
Client resources	30,614	42,995	268,879	8,945	672,490	331,941	58,066	68,354	(131)	1,481,753		1,481,753
Contract revenue		297,674	56,080	116,077			121,690	99,265	113,998	804,784	272,960	1,077,744
Grant income		35	116,700	27,152	77	4,405	46,983		405,180	613,304	61,016	674,320
Interest income											49	49
Other program revenue		63,780	4,838			31,218				99,846	6,000	105,846
Public support	13,782	11,036	3,742	8,465			1,080		25,181	63,286	4,448	67,734
Other revenue	623	18,802	61,680	1,500	10,377	45,980	35,221		117,697	291,880	108,848	490,728
Total functional public support and revenue	839,671	3,648,492	4,095,731	373,958	6,222,323	6,924,020	3,987,716	243,778	694,612	27,030,301	543,321	27,573,622
Net assets released from restrictions	5,364								26,209	31,573		31,573
Total public support, revenue and releases	845,035	3,648,492	4,095,731	373,958	6,222,323	6,924,020	3,987,716	243,778	720,821	27,061,874	543,321	27,605,195
Expenses												
Salaries and wages	540,967	2,341,280	2,131,188	185,630	620,773	1,565,706	2,296,944	450,457	441,460	10,574,405	1,494,729	12,069,134
Employee benefits	154,098	571,288	489,520	154,797	45,278	116,227	560,037	88,770	154,475	2,603,400	356,268	2,959,668
Payroll taxes	39,380	171,674	154,797	13,562	45,278	116,227	176,376	31,821	38,288	787,403	86,097	873,500
Contracted substitute staff	45	6,754	1,327	15	55	100	1,366	35	10	9,707	52,227	61,934
Client treatment services	5,300	11,214	2,647	184,715	3,105,264	1,430,430	16,120		30,416	4,786,106	499	4,786,605
Client therapies	26,598	2,118	37,819	3,331	27,098	19,572	46,127			182,663	1,058	163,721
Professional fees and consultants	78,842	55,195	183,413	11,942	34,140	36,386	141,290	20,004	10,297	571,509	148,113	719,622
Subcontractors		498,847			816,504	3,020,420	1,567			4,337,338		4,337,338
Staff development/training	3,818	50,510	51,530	1,616	2,876	10,105	22,303	2,407	2,412	147,677	26,023	173,700
Rent		60,390	53,843		2,860	10,521	79,054		22,568	229,236	76,014	305,250
Utilities	3,283	39,724	13,069	3,283	14,763	31,737	15,125		15,853	136,837	24,847	161,684
Building maintenance and repairs	1,235	21,879	8,689	1,233	35,016	19,269	9,328		2,691	99,842	16,575	116,417
Other occupancy costs	1,721	28,964	11,712	1,721	6,925	20,771	29,422	502		115,188	22,926	138,114
Office	3,064	19,747	11,246	1,362	4,449	13,421	13,303	1,840	5,297	73,729	58,673	132,402
Building/household	973	16,811	831		3,888	6,221	4,199	156	2,863	143,873	3,754	147,627
Client consumables	1,792	29,963	5,956	6,267	30,000	57,408	12,337	45	105	39,989	9,999	49,988
Medical		96	287		3,696	2,842	828		3	7,771	663	8,434
Equipment maintenance	5,099	25,188	22,858	2,525	8,650	16,319	27,783	4,250	4,168	116,840	35,847	152,687
Depreciation	22,436	79,771	56,144	7,479	27,421	49,857	56,179	8,740	3,742	311,769	88,587	400,356
Advertising	139	554	481	54	187	326	554	89	1,600	3,984	1,188	5,172
Printing	16	138	4,478	5	287	199	(51)	96	98	5,266	2,078	7,344
Telephone/communications	1,956	34,878	23,153	415	12,511	31,041	25,787	1,891	22,032	153,664	50,609	204,273
Postage/shipping	552	2,781	3,174	184	425	3,816	3,816	499	512	14,670	6,062	20,732
Transportation	24,462	272,475	46,852	3,168	18,282	132,430	117,838	1,758	7,767	625,032	(381)	624,651
Assistance to individuals	14,850	25,891	89,947	89,947		9,925	400		29,529	170,542	270	170,812
Insurance	8,509	30,254	36,163		10,400	18,908	48,800	6,618	1,890	164,378	41,818	206,196
Membership dues	286	1,292	1,862	95	424	536	4,224	222	113	9,154	66,096	75,250
Interest	2,767	4,642	6,167	2,886	1,125	5,756	4,761	561	8,194	36,259	9,555	45,814
Other	1,037	969	50,327	2,587	215	547	374	26	22,505	78,597	8,810	84,397
Total expenses	943,225	4,405,287	3,412,749	579,621	5,023,498	6,972,601	3,716,191	620,806	842,840	26,516,818	2,686,004	29,202,822
(Decrease) increase in unrestricted net assets	\$ (98,190)	\$ (756,795)	\$ 682,982	\$ (205,663)	\$ 1,198,825	\$ (48,581)	\$ 271,525	\$ (377,028)	\$ (122,019)	\$ 545,056	\$ (2,142,683)	\$ (1,597,627)

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Cash Flows

Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities		
Change in net assets	\$ 219,358	\$ (1,623,836)
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	382,345	400,356
Change in allowance for doubtful accounts	86,100	311,888
Decrease (increase) in		
Restricted cash	17,983	40,546
Accounts receivable, trade	445,504	621,558
Grants receivable	(150,921)	6,594
Prepaid expenses	(49,752)	91,384
Increase (decrease) in		
Accounts payable and accrued expenses	9,977	(170,926)
Estimated third-party liability	131,955	(538,387)
Loan fund	<u>89</u>	<u>119</u>
Net cash provided (used) by operating activities	<u>1,092,638</u>	<u>(860,704)</u>
Cash flows from investing activities		
Acquisition of equipment	<u>(111,427)</u>	<u>(138,355)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	-	550,000
Principal payments on long-term borrowings	<u>(187,370)</u>	<u>(152,293)</u>
Net cash (used) provided by financing activities	<u>(187,370)</u>	<u>397,707</u>
Net increase (decrease) in cash and cash equivalents	793,841	(601,352)
Cash and cash equivalents, beginning of year	<u>1,086,881</u>	<u>1,688,233</u>
Cash and cash equivalents, end of year	\$ <u>1,880,722</u>	\$ <u>1,086,881</u>
Supplemental disclosures		
Acquisition of property and equipment with long-term borrowings	\$ <u>76,120</u>	\$ <u>-</u>
Acquisition of property and equipment with accounts payable	\$ <u>33,252</u>	\$ <u>-</u>
Noncash transaction - Refinancing of long-term debt	\$ <u>355,000</u>	\$ <u>-</u>

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Nature of Activities

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statement of functional revenue and expenses for various programs offered) for individuals, and their families, with developmental disabilities and/or mental illness. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

	<u>2016</u>	<u>2015</u>
Funds received	\$ 36,782	\$ 23,601
Funds disbursed	<u>31,916</u>	<u>17,224</u>
	<u>\$ 4,866</u>	<u>\$ 6,377</u>

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	\$ 315,550
Funds disbursed	<u>234,493</u>
	<u>\$ 81,057</u>

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these footnotes are to the FASB Accounting Standards Codification (ASC).

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Use of Estimates

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

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may be or will be met by actions of the Organization and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2016 and 2015, the Organization had no permanently restricted net assets.

Contributions

Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent repurchase agreements as of June 30, 2016 and 2015.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally-insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. 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 trade accounts receivable. As of June 30, 2016 and 2015, allowances were recorded in the amount of \$551,100 and \$465,000, respectively.

Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	15-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

Estimated Third-Party Liability

The Organization's estimated third-party liability consist of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, and certain pass-through funds.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Functional Allocation of Expenses

The costs of providing various programs and activities are summarized on a functional basis in the consolidated statements of activities and functional revenue and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

2. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2016 and 2015, the Organization held cash totaling \$89,204 and \$89,115, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2016 and 2015, the Organization held cash totaling \$13,453 and \$29,815, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

In 2015, The Organization had a self-funded insurance policy and, correspondingly, a health reimbursement account to pay for a portion of employee medical expenses. As of June 30, 2015, total cash restricted for this use was \$1,710. There was no restricted cash balance as of June 30, 2016.

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2016</u>	<u>2015</u>
Land and buildings	\$ 1,859,893	\$ 1,859,893
Building improvements	1,569,604	1,562,119
Vehicles	718,116	710,696
Equipment and furniture	<u>2,929,831</u>	<u>2,784,032</u>
	7,077,444	6,916,740
Less accumulated depreciation	<u>5,059,969</u>	<u>4,737,719</u>
	<u>\$ 2,017,475</u>	<u>\$ 2,179,021</u>

4. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 1% over the bank's stated index, which was 4.50% at June 30, 2016 and 2015. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2016 and 2015, there was no outstanding balance on the line.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

5. Notes Payable

Notes payable consisted of the following:

	<u>2016</u>	<u>2015</u>
Note payable to a bank, payable in monthly installments of \$1,117, including interest at 4.15%, through April 2016 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate. The note is a participating loan with New Hampshire Health and Education Facilities Authority (NHHEFA). This note was refinanced during 2016.	\$ -	\$ 116,549
Note payable to a bank, payable in monthly installments of \$2,272, including interest at 4.15%, through July 2017 with one payment of all unpaid principal and interest due at maturity; collateralized by certain real estate. The note is a participating loan with NHHEFA.	238,038	256,784
Note payable to a bank, payable in monthly installments of \$3,167, including interest at 3.24%, through April 2019; collateralized by certain equipment.	102,707	136,695
Note payable to a bank, payable in monthly installments of \$2,464, including interest at 4.15%, through April 2016 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate and an assignment of certain leases and rents. The note is a participating loan with NHHEFA. This note was refinanced during 2016.	-	257,123
Note payable to a bank, payable in monthly installments of \$9,985, including interest at 3.37%, through September 2019 with one final payment which shall be the unpaid balance at maturity; collateralized by certain equipment.	368,150	473,340
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, through April 2021 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate.	193,554	-
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	152,896	-

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Four loans payable to a bank, payable in monthly installments totaling \$1,436, including interest at 4.89%, through April 2021 with one final monthly payment which shall be the unpaid balance at maturity; collateralized by vehicles.

	<u>73,896</u>	<u>-</u>
	<u>\$ 1,129,241</u>	<u>\$ 1,240,491</u>

The scheduled maturities of long-term debt are as follows:

2017	\$ 228,000
2018	436,000
2019	217,000
2020	101,000
2021	62,000
Thereafter	<u>85,241</u>
	<u>\$ 1,129,241</u>

Cash paid for interest approximates interest expense.

6. Temporarily Restricted Net Assets

At June 30, 2016 and 2015, temporarily restricted net assets were \$326 and \$17,891, respectively. The Organization's restricted assets consist of vehicles contributed to the Organization from the State of New Hampshire under grant programs. These contributed vehicles are to be used for the transportation of the Organization's clients.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from November 2016 through August 2018. Total rent expense charged to operations was \$237,250 in 2016 and \$305,250 in 2015.

Future minimum operating lease payments are as follows:

2017	\$ 263,172
2018	165,316
2019	<u>778</u>
	<u>\$ 429,266</u>

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

Self-Insurance

In 2015, the Organization had a self-insured healthcare plan for substantially all of its employees. The Organization obtained reinsurance coverage to limit its exposure associated with this plan individually of \$30,000 with an aggregate limit of 125% of the expected claims. At June 30, 2015, the Organization had accrued approximately \$296,000 under the self-insurance contract. During 2016, the Organization terminated its self-insured healthcare plan and reverted back to a fully-funded healthcare plan for its employees. At June 30, 2016, the Organization maintained an accrual on claims under its self-insured healthcare plan of \$150,000 for claims incurred before the termination of the self-insured healthcare plan but not yet reported.

Litigation

The Organization is involved in litigation arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

8. Concentrations

For the years ended June 30, 2016 and 2015, approximately 84% and 85%, respectively, of the support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

The accounts receivable due from Medicaid were as follows:

	<u>2016</u>	<u>2015</u>
Developmental Services	\$ 1,097,832	\$ 1,310,859
Behavioral Health Services	<u>312,439</u>	<u>353,377</u>
	<u>\$ 1,410,271</u>	<u>\$ 1,664,236</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Bureau of Developmental Service, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2016.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2021.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2016 and 2015

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes an employer contribution equal to 3% of each eligible employee's salary. There was no employer discretionary contribution for the year ended June 30, 2016. Total costs incurred for the plan during the year ended June 30, 2015 were \$266,313. The total expense for the year ended June 30, 2015 for the Developmental Services division was \$136,560, and for the Behavioral Health Services division was \$129,753.

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 2, 2016, which is the date that the consolidated financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2016 and 2015

	2016					2015				
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Consolidated Totals
ASSETS										
Cash and cash equivalents	\$ 1,121,076	\$ 669,291	\$ 9,298	\$ 81,057	\$ 1,880,722	\$ 358,074	\$ 642,605	\$ 10,011	\$ 76,191	\$ 1,086,881
Restricted cash	102,657	-	-	-	102,657	119,785	855	-	-	120,640
Accounts receivable, net of allowance for doubtful accounts	1,152,577	1,358,577	59	-	1,529,747	1,513,590	1,302,006	35	-	2,061,351
Grants receivable	21,060	229,776	-	-	250,836	10,037	89,878	-	-	99,915
Prepaid expenses	92,729	99,286	-	-	192,015	71,133	71,130	-	-	142,263
Interest in net assets of subsidiaries	81,000	-	-	-	-	75,576	-	-	-	-
Property and equipment, net	1,576,374	441,101	-	-	2,017,475	1,718,327	460,694	-	-	2,179,021
Total assets	\$ 4,147,473	\$ 2,798,031	\$ 9,357	\$ 81,057	\$ 5,973,452	\$ 3,866,522	\$ 2,567,168	\$ 10,046	\$ 76,191	\$ 5,690,071
LIABILITIES AND NET ASSETS (DEFICIT)										
Liabilities										
Accounts payable and accrued expenses	\$ 2,509,565	\$ 495,137	\$ 9,414	\$ -	\$ 2,032,650	\$ 2,250,456	\$ 482,585	\$ 10,660	\$ -	\$ 1,989,421
Refundable advances	250,274	131,198	-	-	381,472	161,165	88,352	-	-	249,517
Loan fund	89,204	-	-	-	89,204	89,115	-	-	-	89,115
Notes payable	935,286	192,955	-	-	1,129,241	953,368	257,123	-	-	1,240,491
Total liabilities	3,785,329	819,290	9,414	-	3,632,567	3,484,104	828,060	10,660	-	3,568,544
Net assets (deficit)	361,818	1,978,741	(57)	81,057	2,340,559	364,527	1,739,108	(614)	76,191	2,103,636
Unrestricted	326	-	-	-	326	17,891	-	-	-	17,891
Temporarily restricted	-	-	-	-	-	-	-	-	-	-
Total net assets (deficit)	362,144	1,978,741	(57)	81,057	2,340,885	382,418	1,739,108	(614)	76,191	2,121,527
Total liabilities and net assets (deficit)	\$ 4,147,473	\$ 2,798,031	\$ 9,357	\$ 81,057	\$ 5,973,452	\$ 3,866,522	\$ 2,567,168	\$ 10,046	\$ 76,191	\$ 5,690,071

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2016 and 2015

	2016					2015						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in unrestricted net assets (deficit)												
Public support and revenue												
Medicaid revenue	\$ 16,951,030	\$ 6,270,653	\$ -	\$ -	\$ -	\$ 23,221,683	\$ 16,796,823	\$ 6,682,480	\$ -	\$ -	\$ -	\$ 23,479,303
Medicare revenue	-	233,703	-	-	-	233,703	-	196,145	-	-	-	196,145
Client resources	1,125,328	386,995	-	-	-	1,512,323	1,146,464	335,289	-	-	-	1,481,753
Contract revenue	521,758	795,313	-	-	-	1,317,071	310,837	766,907	-	-	-	1,077,744
Grant income	144,394	584,960	-	-	-	729,354	148,856	525,464	-	-	-	674,320
Interest income	-	414	-	-	-	414	-	49	-	-	-	49
Other program income	145,867	-	-	-	-	145,867	105,846	-	-	-	-	105,846
Public support	74,877	4,197	-	36,782	-	115,856	41,142	2,991	-	23,601	-	67,734
Other revenue	164,810	49,044	-	-	(116,998)	208,987	277,287	219,817	92,990	-	(99,366)	490,728
Total public support and revenue	19,128,064	8,325,279	112,131	36,782	(116,998)	27,485,258	18,827,255	8,729,142	92,990	23,601	(99,366)	27,573,622
Net assets released from restrictions	24,932	2,003	-	-	-	26,935	31,573	-	-	-	-	31,573
Total public support, revenue and reclassifications	19,152,996	8,327,282	112,131	36,782	(116,998)	27,512,193	18,858,828	8,729,142	92,990	23,601	(99,366)	27,605,195
Expenses												
Program services												
Case management	872,909	-	-	-	-	872,909	943,225	-	-	-	-	943,225
Day programs and community support	3,478,273	695,699	-	-	-	4,173,872	4,069,355	335,932	-	-	-	4,405,287
Early support services and youth and family	901,916	2,310,415	-	-	-	3,212,331	1,109,341	2,303,408	-	-	-	3,412,749
Family support	575,952	-	-	-	-	575,952	579,621	-	-	-	-	579,621
Residential services	5,213,427	5	-	-	-	5,213,432	5,023,498	-	-	-	-	5,023,498
Combined residential, day and consolidated services	6,451,472	-	-	-	-	6,451,472	6,972,601	-	-	-	-	6,972,601
Medical services	-	-	-	-	-	-	-	-	-	-	-	-
Adult services	176,214	2,529,575	-	-	-	2,705,789	309,285	3,406,906	-	-	-	3,716,191
Emergency services	-	467,770	-	-	-	467,770	620,806	-	-	-	-	620,806
Other	273,611	634,574	111,574	31,916	(111,574)	940,101	288,439	557,177	92,609	17,224	(92,609)	842,840
Total program expenses	17,943,774	6,637,938	111,574	31,916	(111,574)	24,613,628	19,275,365	7,224,229	92,609	17,224	(92,609)	26,516,818
Supporting services												
General management	1,211,932	1,449,711	-	-	-	2,661,643	1,240,485	1,445,519	-	-	-	2,686,004
Total expenses	19,155,706	8,087,649	111,574	31,916	(111,574)	27,275,271	20,515,850	8,669,748	92,609	17,224	(92,609)	29,202,822
Change in unrestricted net assets (deficit)	(2,710)	239,633	557	4,866	(5,424)	236,922	(1,657,022)	59,394	381	6,377	(6,757)	(1,597,627)
Changes in temporarily restricted net assets												
United Way allocation	7,368	2,003	-	-	-	9,371	5,364	-	-	-	-	5,364
Net assets released from restrictions	(24,932)	(2,003)	-	-	-	(26,935)	(31,573)	-	-	-	-	(31,573)
Change in temporarily restricted net assets	(17,564)	-	-	-	-	(17,564)	(26,209)	-	-	-	-	(26,209)
Change in net assets (deficit)	(20,274)	239,633	557	4,866	(5,424)	219,358	(1,683,231)	59,394	381	6,377	(6,757)	(1,623,836)
Net assets (deficit), beginning of year	382,418	1,739,108	(614)	76,191	(75,576)	2,121,627	2,065,649	1,679,714	(995)	69,814	(68,819)	3,745,363
Net assets (deficit), end of year	362,144	1,978,741	(57)	81,057	(81,000)	2,340,885	382,418	1,739,108	(614)	76,191	(75,576)	2,121,527



**Community Partners
BOARD OF DIRECTORS 2016-2017**

PRESIDENT

Kathleen Boisclair (Joined 09/25/12)

TREASURER

Anthony Demers (Joined 01/20/15)

VICE PRESIDENT

Wayne Goss (Joined 01/28/14)

SECRETARY

Ann Landry (Joined 08/23/2005)

Ken Muske (Joined 03/05/02)	Kristine Baber (Joined 4/26/13)	John Guy (Joined 07/22/14)
John Lowy (C) (Joined 09/13/99)	Christopher Roundy (Joined 06/26/07)	Bryant Hardwick (Joined 2/22/11)
Judge Daniel Cappiello (Joined 03/22/14)	Kerri Larkin (C) Joined 11/23/10)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (Joined 08/23/16)		

(C) = Consumer

BRIAN J. COLLINS

Summary:

A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

Experience:

1995 - Present

Executive Director

**Behavioral Health & Developmental Services of Strafford County, Inc.,
D/B/A Community Partners of Strafford County, Dover, NH**

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and \$25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's \$324K negative total net assets upon arrival to \$3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impending bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy,

and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995

**Executive Director
The Plus Company, Nashua, NH**

Chief Executive Officer of a non-profit human service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of \$4.5 million. Report to a 15 member Board of Directors.

- Eliminated debt service after Agency had lost \$500,000 over a prior five-year period. Agency's surplus exceeded \$600,000 over five year tenure.
- Increased operational budget over \$1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five-year period.
- Increased fund raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989

**Program Planning and Review Specialist
New Hampshire DMHDS, Concord, NH**

Responsible for managing \$13 million of State and Federal funds, covering one-quarter of the service system; areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services.

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with \$2 million federal grant, to fund a five-year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.

Brian Collins

Page 3

1982 - 1985 **Quality Assurance Administrator,
Training Coordinator, New Hampshire DMHDS**

Quality: Responsible for quality assurance function statewide for Community Service Delivery System. Led seven-person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance.

Training: Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

Education:

Masters in Public Administration, University of New Hampshire
BA, Communications, Boston College Evening School

Advisory Boards:

Advisory Board, University of New Hampshire Institute on Disability (UAP)
University of Hartford Rehabilitation Training Program
Virginia Commonwealth University Rehabilitation Research and Training Center.
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council.
Overseeing services to children with disabilities from birth to age three.
HHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities

Memberships:

The Association for Persons with Severe Handicaps (TASH)
American Association on Mental Retardation (AAMR)
National Rehabilitation Association (NRA)
New Hampshire Rehabilitation Association (NHRA)
American Network of Community Options and Resources

Christopher D. Kozak

SENIOR MANAGEMENT

Profile

High-performance executive providing leadership, innovation and direction to support infrastructure change and development to maximize profitability. Proven ability to develop and implement strategic approaches and methodologies to create a highly effective organization that operates at or below budgetary requirements. Excel in understanding the insurance industry and the challenges faced by insurers and providers. Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- P & L Responsibility
- Strategic Planning
- Staff Development and Team Building
- MCO Contracting
- Rate Negotiation
- Process and Quality Improvement
- Corporate Presentations & Marketing

Professional Experience

Community Partners

Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Operating Officer (4/12 – present)

Director of Quality Improvement (10/10 – 4/12)

Senior member of the management team with responsibility for oversight of the Behavioral Health Services Division.

Accomplishments

- Successfully navigated the organization through the State's re-designation process. Preliminary feedback indicated that the State will award the organization with another full 5-year designation as a community mental health program.
- Developed and implemented several new reports, forms and other management tools that created efficiencies in daily paper work as well as providing managers with a dashboard-like view of data about their specific staff/program simply by opening a Microsoft Excel file.
- Engaged in a major change management process that has challenged veteran staff to rethink and analyze nearly every facet of their program operation.

Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 – Present

Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.

Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

Casenet Inc.

Bedford, MA August 2006 – July 2008

A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.

Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>\$9 million).
- Member of the Senior Management Team that successfully secured \$7.5 million of B-round

financing.

Landmark Solutions, LLC (A.K.A. BHN)

Concord, NH September 1998 – September 2006

A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.

Vice President of Managed Care Services (7/03 – 8/06)

Director of Behavioral Health Services (8/98 – 7/03)

Complete responsibility for the managed care product including \$3.5 million operating budget, \$18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

Accomplishments

- Re-contracted provider network to simplify contracts and maximize flexibility in bringing on new business lines.
 - Initiated and implemented on-line patient registration process and automated attendant resulting in net operational savings of 3.5%.
 - Implemented a new Outpatient Treatment Report to reign in escalating outpatient claims costs resulting in clinical savings of 4.5%.
 - Met aggressive budget requirements by implementing tighter monitors on inpatient utilization resulting in a net savings of 10.6%.
 - Brought credentialing process in-house resulting in a 66% reduction in operating costs.
 - Initiated and successfully implemented a complete overhaul of the utilization management program resulting in improved NCQA delegation scoring from the low 60's to 100 percent.
 - Collaborated with the director of information and technology to develop and implement a provider Web portal allowing providers to submit updated clinical information directly to BHN/Landmark Solutions'.
-

CNR Health, Inc.

Milwaukee, WI August 1991 – September 1998

A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.

Director of Case Management

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

Accomplishments

- Numerous positions of increasing responsibility during seven-year tenure: Behavioral Health Case Manager, Clinical Operations Manager, Director of Behavioral Health, Director of Case Management.
 - Directly responsible for a \$2.5 million dollar operating budget.
-

Education

North Dakota State University, Fargo, ND

Bachelor of Science in Psychology, 5/87

Minor: Statistics

Marquette University, Milwaukee, WI

Master of Science in Clinical Psychology, 8/89

Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

CURRICULUM VITAE

NAME	Robert John Allister, M.D.	
ADDRESS	25 Old Dover Rd. Rochester, NH 03867 (603) 35-6470	
CERTIFICATION	Diplomate National Board of Medical Examiners	1974
	American Board of Psychiatry and Neurology	1980
LICENSURE	Pennsylvania, Wisconsin, California, Maine, New Hampshire,	
EDUCATION	University of Wisconsin Hospitals Madison, WI Psychiatric Resident	1972-1975
	Chief Resident	1974-1975
	University of Wisconsin Medical School Madison, WI M.D.	1973
	Carthage College Kenosha, WI B.A. Cum Laude	1969
PROFESSIONAL EXPERIENCE	<u>Community Partners</u> (Medical Director)	12/03 to Present
	<u>Behavioral Health Services</u> (Medical Director)	10/01 to 12/03
	<u>Strafford Guidance Center, Inc.</u> (Medical Director)	1996 to 10/01
	<u>Penn Group Medical Associates</u> <u>HealthAmerica</u> Pittsburgh, PA	1993-1996

Chief of Psychiatry

*Administrative duties included supervision of eight psychiatrists, quality assurance, utilization review, and all aspects of budget and program planning.

*Primary provider for inpatient treatment plan.

*Outpatient practice in an interdisciplinary team model.

*Psychiatric Medical Director for managed care network products.

*Member of Penn Group Medical Associates Executive Committee.

Alameda County Health Care Services 1988-1993
Highland General Hospital
John George Psychiatric Pavilion
Oakland, CA

Chief Psychiatrist

*Supervised 30 to 35 full-time and part-time psychiatrists in emergency room, inpatient, crisis and consultation/liaison services.

*Direct patient care in psychiatric emergency room and inpatient units.

*Participated in Quality Assurance and Utilization Review Committees.

*Member of hospital Executive Committee.

Alameda County Health Care Services 1981-1988
Highland General Hospital
Oakland, CA

Chief, Inpatient Psychiatry and
and consultation/Liaison Services

*Supervised 7 psychiatrists and 2 psychologists. Provided direct patient care on inpatient and consultation/liaison services.

*Participated in quality improvement and utilization review.

Alameda County Health Care Services 1978-1981
Highland General Hospital
Oakland, CA

Chief, Criminal Justice Inpatient Service
*Chief of forensic inpatient unit.

Alameda County Health Care 1975-1978
Criminal Justice Mental Health
Oakland, CA

Head Clinician and Staff Psychiatrist

San Francisco General Hospital 1976
Psychiatric Emergency Services
San Francisco, CA

Psychiatrist, part-time

Psychiatric Clinic 1974-1975
Janesville, WI

Psychiatrist, private practice.

Kathleen Stocker



Accomplishments

- * Installation of T-1 lines for voice and data telecommunications systems reducing phone costs by 35%
- * Implementation of direct deposit of payroll
- * Directed conversion of computer system to PC network
- * Streamlined accounting departments of 3 divisions saving overhead of \$200 thousand per year
- * Initiated the development of MIS group to improve information flow
- * Designed meaningful cash flow and other financial reporting
- * Converted to a new MIS system resulting in more timely, meaningful financial information
- * Accelerated accounts receivable collection period from 50 days to 40 days
- * Converted payroll to bi-weekly to improve cash flow by \$150 thousand
- * Collapsed insurance package for savings of \$400 thousand per year
- * Combined insurance programs for savings of \$50 thousand per year
- * Presented public offering memorandum to SEC committee
- * Implemented accounts receivable factoring facility of \$3.5 million
- * Raised new capital to refinance four nursing homes for \$17.9 million
- * Effort to identify reimbursable costs resulted in an average Medicaid rate increase of 11%
- * Successful in negotiations with state and federal tax agencies
- * Directed successful audits with CPA firms IRS, Medicaid agents

Business Experience

2000 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2001 – Present
Controller 2000 - 2001

Responsible for directing the overall financial and administrative management of this \$27 million agency, including Human Resources, Facilities, and IT. Also, under contract between Community Partners and Southeastern New Hampshire Services to direct the overall financial management of Southeastern New Hampshire Services, a \$2m substance abuse treatment center.

1993 – 2000 Renaissance Greeting Card, Inc., Sanford, Maine

Controller for a privately held subsidiary of FTD. Renaissance designs, manufactures, and distributes products for the greeting card industry. The nation wide retailer has annual revenues of \$10 million. Report directly to Executive Vice President.

- * Develop a system of financial reporting to advise on performance and to facilitate planning.
- * Evaluate and recommend improvements for MIS system and Operation Process.
- * Establish training and education to strengthen understanding of accounting and systems issues.
- * Direct and coordinate accounting functions required to maintain data integrity and all books of account.
- * Manage the Credit functions to ensure timely processing of orders and the acceleration of collection's efforts.
- * Implement and improve company wide budget process with major focus on sales and inventory.
- * Provide support and focus to teams in developing Marketing Strategy, improving Profitability, and strengthening overall company Structure initiatives.

1990 – 1993 Schirm Associates, Waltham, Massachusetts

CFO of a privately held collective that provides rehabilitation and education services to survivors of head trauma. The fifteen proprietorships offer seven programs in a continuum of care approach to head injury. Located in the New England and Mid Atlantic States with revenues of \$45 million. Managed nineteen accounting, finance, tax, risk management, and administrative professionals. Reported directly to owner.

Schirm Associates continued

- * Coordinated all the planning, development, and implementation of the necessary accounting functions required to close, monitor, and analyze the books of account.
- * Reviewed and managed all risk management functions.
- * Planned and organized all fiscal year end requirements including audits, reporting, and taxes.
- * Supported and led team in preparation of information for presentation to the institutional lending markets.
- * Key member of task force to develop public offering memorandum.
- * Assisted work-out group in reorganization of companies

1988 – 1990 Clipper Home Affiliated, Durham, New Hampshire

Controller of a privately held company that develops, owns, and operates retirement communities. Clipper Home Affiliates is one of the largest providers of long-term care services in the state of New Hampshire. The companies are comprised of eight operating corporations, eight related partnerships and an affiliated management company with total assets of approximately \$35 million. Supervised twelve accounting and administrative professionals. Reported to the Chief Financial Officer.

- * Performed all the necessary accounting functions to close and monitor the books of account, general ledger, and asset records. Prepared and revised financial statements.
- * Managed the accountability of construction records for new facilities.
- * Implemented a reporting system to review performance and facilitate planning
- * Developed operational budgets and pricing.
- * Supported a task force in developing a presentation to the institutional lending market.
- * Worked with other finance and MIS professionals to evaluate the existing computer system.
- * Prepared Cost filings for the State to determine the reimbursement rate for the Medicaid recipients. Maintained the company's insurance and risk management programs. Planned, coordinated, and administered the year end audits by State and Federal agencies. Calculated cash requirements and developed cash flow reporting. Administered all outstanding debt. Solicited and evaluated proposals for a centralized cash management system.

1977 – 1988 Spaulding Composites, Rochester, New Hampshire

Spaulding Composites, Inc. is a privately held manufacturer of specialty insulating materials and fabricated component for electronics, housing and automotive industries with gross sales of approximately \$100 million.

Controller of three of eight Spaulding Divisions 1983 – 1988. Supervised six accounting professionals. Reported to the Vice President of Operations and Vice President of Finance.

- * Planned, managed, and performed all the necessary accounting functions including closing and analyzing the books of account, reconciliation of inter-company transactions, maintenance of the general ledger monthly reporting, financial statement preparation and analysis.
- * Monitored standard cost system geared toward cost containment and control.
- * Established and administered policies and procedures.
- * Prepared revenues and cost evaluation surveys of the manufacturing processes for Federal agencies.
- * Prepared and monitored budgets with annual sales of \$50 million.
- * Trained staff in the conversion of a manual system to a computerized accounting and reporting system.

Assistant Controller 1977-1982 Supervised staff of five accounting professionals and MIS staff of three.

- * Supervised all the day to day accounting functions including accounts receivable, accounts payable, payroll and standard costing of \$3 million inventory.
- * Member of corporate wide task force to reduce accounts receivable and improve collections.
- * Planned, analyzed and reported on special projects geared toward improvement of bottom line profits.
- * Monitored the ongoing conversion of accounting integrity of a newly implemented decentralized accounting and reporting system.
- * Designed and implemented a system to fully automate a labor cost control method.

Education

M.B.A., Management, 1980, New Hampshire College
B.S., Accounting, 1977, New Hampshire College

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Behavioral Health & Developmental Services of Strafford County, Inc.
 d/b/a Community Partners

Name of Contract: Mental Health Services

BUDGET PERIOD: SFY 18: (Jul 1, 2017 thru Jun 30, 2018)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Collins, Brian	Executive Director, CEO	\$185,000	50.00%	\$92,500.00
Kozak, Christoper	COO	\$82,400	100.00%	\$82,400.00
Allister, Robert J.	Medical Director	\$238,103	100.00%	\$238,103.00
Stocker, Kathleen	CFO	\$101,970	50.00%	\$50,985.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$463,988.00

BUDGET PERIOD: SFY 19: (Jul 1, 2018 thru Jun 30, 2019)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Collins, Brian	Executive Director, CEO	\$185,000	50.00%	\$92,500.00
Kozak, Christoper	COO	\$82,400	100.00%	\$82,400.00
Allister, Robert J.	Medical Director	\$238,103	100.00%	\$238,103.00
Stocker, Kathleen	CFO	\$101,970	50.00%	\$50,985.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$463,988.00

Subject: Mental Health Services (SS-2018-DBH-01-MENTA-10)

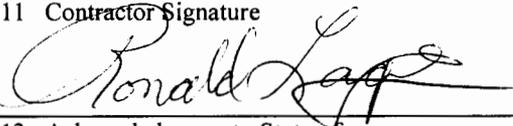
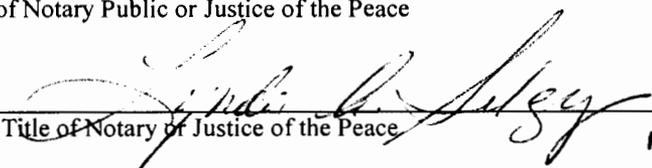
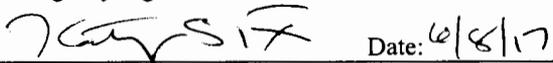
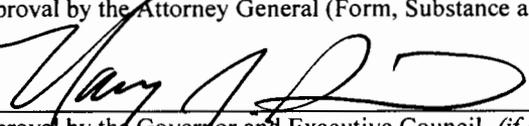
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management		1.4 Contractor Address 10 Tsienneto Road Derry, NH 03038	
1.5 Contractor Phone Number 603-434-1577	1.6 Account Number 05-95-92-922010-[4117, 4121, 2053]; 05-95-42-421010-2958; 05-95-42-423010-7926	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$778,122
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 Ronald Lague, Chairman, Board of Directors	
1.13 Acknowledgement: State of New Hampshire, County of Rockingham 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 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> [Seal]  </div> <div style="text-align: right;"> LYNDA A. SILEGY Notary Public - New Hampshire My Commission Expires August 5, 2019 </div> </div>			
1.13.2 Name and Title of Notary of Justice of the Peace Lynda Silegy / Notary			
1.14 State Agency Signature  Date: <u>6/8/17</u>		1.15 Name and Title of State Agency Signatory Katy S Fox Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/13/2017</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

Contractor Initials BCZ
Date 6/7/17

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.

Contractor Initials 
Date 6/7/17

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

15. WORKERS' COMPENSATION.

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

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

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials 
Date 6/7/17



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.

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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 (APRTP).
- 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:

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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;

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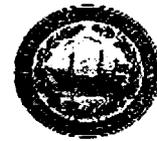


Exhibit A

- 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.

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Date: 6/7/17



Exhibit A

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 Glencliff 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 Glencliff 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

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6/7/17



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.

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Exhibit A

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

- 23.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have SMI, or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- 23.2. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- 23.3. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 23.4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services (BHHS).
- 23.5. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 23.6. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 23.7. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

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

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

[Handwritten Signature]
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Exhibit A

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

CFDA #: 93.778
Federal Agency: 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:

[Handwritten Signature]
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Exhibit B

- 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.

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
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$121,846	\$121,846
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000
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
Projects For Assistance In Transition From Homelessness (PATH) Services	\$ 29,500	\$ 29,500
Total	\$391,061	\$387,061

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.

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Exhibit B

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. 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:
SFY _____ BUDGET

	Total Agency	Total Administration 180	Total Programs	Maintenance 100	Children & Adolescents 101	Older Adult Services 102	Intake 103	Emergency Services/Assessment 104	Brief/DRF 100	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 BCBS	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. Also/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
480 BBH											
481 Bur. of Behavioral Health	0	0	0	0	0	0	0	0	0	0	0
482 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

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New Hampshire Department of Health and Human Services
Mental Health Services



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 Client 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
645 Maintenance & Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0
646 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													

[Handwritten Signature]
Date: 6/7/17

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
752	Clothing	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
762	Vehicles	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
800	OTHER EXPENDITURES											
801	Interest Expense (other than Mortgage Interest)	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
803	Depreciation, Equipment	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
805	Equipment Rental	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
807	Membership Dues	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
	TOTAL EXPENSES	0										
999	Administrative Allocation	0	0	0	0	0	0	0	0	0	0	0
	TOTAL PROGRAM EXPENSES	0										
	SURPLUS(DEFICIT)	0										
	Total Revenue - Total Expense (line 40 - 115)											
	BEH Revenue w/match	0	-	0	-	-	-	-	-	-	-	-
	Total Fees less Medicaid	0	-	0	-	-	-	-	-	-	-	-
	BEH Revenue	0	-	0	-	-	-	-	-	-	-	-
	Personnel Expense	0	-	0	-	-	-	-	-	-	-	-

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SPECIAL PROVISIONS

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

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

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

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

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



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

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



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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.

Contractor Initials 
Date 6/7/17



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.

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- 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;

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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.

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6/7/17



- 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:

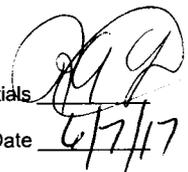
ASSIGNMENTS, SUBCONTRACTS, MERGER AND SALE.

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.

[Handwritten Signature]
Date 6/7/17



- 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.

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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.



Exhibit C-1

- 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.


6/7/17



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.

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6/7/17



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

Ray
6/7/17

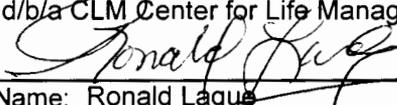


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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.

June 7, 2017
Date

Contractor Name:
The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management

Name: Ronald Lagua
Title: Chairman, Board of Directors

Contractor Initials 
Date 6/7/17



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

June 7, 2017
Date

Contractor Name:
The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management
Ronald Lague
Name: Ronald Lague
Title: Chairman, Board of Directors



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

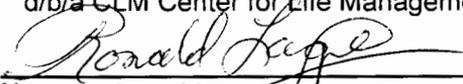
PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

June 7, 2017
Date

Contractor Name:
The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management

Name: Ronald Lague
Title: Chairman, Board of Directors

Contractor Initials 
Date 6/7/17



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

A handwritten signature in black ink, appearing to be 'R. G. Y.', written over a horizontal line.

A handwritten date '6/7/17' written in black ink.

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.

June 7, 2017
Date

Contractor Name:
The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management

Ronald Lague
Name: Ronald Lague
Title: Chairman, Board of Directors

Exhibit G

Contractor Initials

RLG

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 6/7/17



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.

June 7, 2017
Date

Contractor Name:
The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management

Ronald Lague
Name: Ronald Lague
Title: Chairman, Board of Directors

Contractor Initials RL
Date 6/7/17



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.

A handwritten signature in black ink, appearing to be 'RBY'.



Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

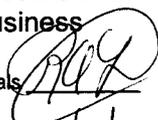

10/7/17



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

[Handwritten Signature]
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

[Handwritten Signature]
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.



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

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/8/17
Date

The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management

Name of the Contractor
Ronald Lague
Signature of Authorized Representative

Ronald Lague
Name of Authorized Representative

Chairman, Board of Directors
Title of Authorized Representative

June 7, 2017
Date

Contractor Initials *RL*
Date 6/7/17



**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:
The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management


Name: Ronald Laguer
Title: Chairman, Board of Directors

June 7, 2017
Date



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: 085573541
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: _____

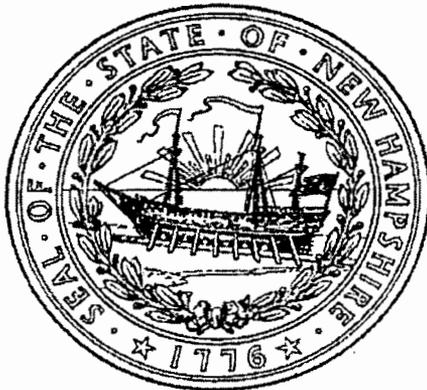
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 1967. 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: 61791



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

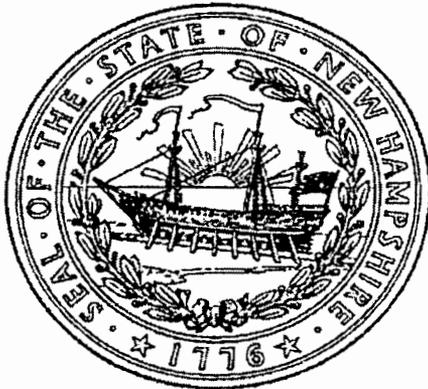
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLM CENTER FOR LIFE MANAGEMENT is a New Hampshire Trade Name registered to transact business in New Hampshire on June 30, 2003. 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: 442328



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.

this 1st day of April A.D. 2017.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Judith Ryan, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

The Mental Health Center for Southern New Hampshire

1. I am a duly elected Officer of _d/b/a CLM Center for Life Management_.
(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 6/7/2017.
(Date)

RESOLVED: That the Chairman, Board of Directors
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7 day of June, 2017.
(Date Contract Signed)

4. Ronald Laque is the duly elected Chairman, Board of Directors
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Judith Ryan
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 7 day of June, 2017.

By Judith Ryan
(Name of Elected Officer of the Agency)

Lynda A. Silegy
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LYNDA A. SILEGY

Notary Public - New Hampshire

Commission Expires: My Commission Expires August 15, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fred C. Church, Inc. 41 Wellman Street Lowell, MA 01851 (800) 225-1865	CONTACT NAME: Sharon Lambert PHONE (A/C, No, Ext): 978 3227264 E-MAIL ADDRESS: slambert@fredchurch.com	FAX (A/C, No): (978) 454-1865
	INSURER(S) AFFORDING COVERAGE	
INSURED The Mental Health Center For Southern N. H. DBA CLM Center For Life Management 10 Tsienneto Road Derry, NH 03038	INSURER A : Ace Property & Casualty Insurance	20699
	INSURER B : Ace American Insurance Company	22667
	INSURER C : LM Insurance Corporation	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 59495 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		SVRD37797649	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CALH08613059	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		XOOG25499220007	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A	WC531S607601016	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability		CRLG25499268006	10/1/2016	10/1/2017	\$4,000,000 Per Occurrence \$6,000,000 General Aggregate Claims Made Retro Date: 7/1/1986

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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 
--	---



Our Mission & Vision

OUR MISSION

To promote the health and well-being of individuals, families and organizations.

We accomplish this through professional, caring and comprehensive behavioral health care services and by partnering with other organizations that share our philosophy.

OUR VISION

Together, we can evolve from being primarily a treatment focused behavioral health organization to one that values whole health and wellness.

OUR CORE VALUES - PEOPLE

Foster creativity and initiative through freedom of expression, action and risk taking.

Promote teamwork, clear communication and cooperation throughout CLM.

Promote leadership at all levels regardless of position and/or title.

OUR CORE VALUES - SERVICES/CARE

Services/care provided at all times in a confidential and respectful manner.

Ideal system of care is recovery focused, integrated in the mainstream community, and holistic.

Commit to providing highest quality of services/care including new innovative solutions.

THE MENTAL HEALTH CENTER FOR
SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE
MANAGEMENT AND AFFILIATES

CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
Years ended June 30, 2016 and 2015

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Independent Auditor's Report

To the Board of Directors of
The Mental Health Center for Southern New Hampshire
d/b/a/ CLM Center for Life Management and Affiliates

We have audited the accompanying consolidated financial statements of The Mental Health Center for Southern New Hampshire d/b/a/ CLM Center for Life Management and Affiliates (a nonprofit organization), which are comprised of the consolidated statements of financial position as of June 30, 2016 and 2015, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Mental Health Center for Southern New Hampshire d/b/a/ CLM Center for Life Management and Affiliates as of June 30, 2016 and 2015, and the changes in its net assets and its cash

flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 16-22 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.

Wade White & Assoc., LLC

Essex Junction, Vermont
Registration number VT092.0000684
October 18, 2016

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Financial Position
June 30, 2016 and 2015

<u>ASSETS</u>	<u>2016</u>	<u>2015</u>
Current assets:		
Cash and cash equivalents	\$ 404,052	\$ 647,881
Restricted cash	-	130,727
Accounts receivable, net	1,081,551	958,828
Other receivables	255,122	175,301
Prepaid expenses	<u>62,043</u>	<u>30,705</u>
Total current assets	1,802,768	1,943,442
Property and equipment, net	4,008,852	4,471,171
Finance costs, net	<u>395,739</u>	<u>326,872</u>
Total assets	<u>\$ 6,207,359</u>	<u>\$ 6,741,485</u>

LIABILITIES AND NET ASSETS

Current liabilities:		
Line of credit	\$ 100,000	\$ 50,000
Current portion of long-term debt	102,500	359,690
Accounts payable	66,915	115,373
Accrued payroll and payroll liabilities	286,970	225,530
Accrued vacation	280,456	253,277
Accrued interest	-	45,710
Accrued expenses	12,500	12,500
Deferred revenue	<u>11,980</u>	<u>7,580</u>
Total current liabilities	861,321	1,069,660
Long term liabilities		
Interest rate swap agreement	185,205	-
Long term-debt less current portion	<u>2,860,230</u>	<u>3,172,543</u>
Total long term liabilities	<u>3,045,435</u>	<u>3,172,543</u>
Total liabilities	3,906,756	4,242,203
Net assets - unrestricted	<u>2,300,603</u>	<u>2,499,282</u>
Total liabilities and unrestricted net assets	<u>\$ 6,207,359</u>	<u>\$ 6,741,485</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Activities

Years ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<u>Public support and revenues:</u>		
Public support:		
Federal	\$ 716,508	\$ 878,824
State of New Hampshire - BBH	488,364	348,616
State and local funding	41,400	44,901
Other public support	139,113	79,421
Total public support	<u>1,385,385</u>	<u>1,351,762</u>
Revenues:		
Program service fees, net	10,473,843	10,817,333
Other service income	453,289	442,695
Rental income	4,766	32,832
Other	19,679	17,932
Gain on sale of assets	94,765	-
Total revenues	<u>11,046,342</u>	<u>11,310,792</u>
Total public support and revenues	<u>12,431,727</u>	<u>12,662,554</u>
<u>Operating expenses:</u>		
BBH funded programs:		
Children	3,885,306	3,621,735
Elders	325,537	309,461
Vocational	223,383	266,418
Beaver Lake Lodge	-	609,790
Multi-Service	1,602,244	1,574,885
Acute Care	829,224	738,219
Independent Living	1,683,005	1,821,653
Assertive Community Treatment	605,142	539,551
Non-Specialized Outpatient	1,856,821	1,765,576
Non-BBH funded program services	442,734	552,935
Total program expenses	<u>11,453,396</u>	<u>11,800,223</u>
Administrative expenses	991,805	1,030,010
Total expenses	<u>12,445,201</u>	<u>12,830,233</u>
Change in net assets from operations	(13,474)	(167,679)
<u>Non-operating expenses:</u>		
Fair value loss on interest rate swap	(185,205)	-
Change in net assets	(198,679)	(167,679)
Net assets, beginning of year	<u>2,499,282</u>	<u>2,666,961</u>
Net assets, end of year	<u>\$ 2,300,603</u>	<u>\$ 2,499,282</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Functional Expenses

Years ended June 30, 2016 and 2015

	2016		2015	
	Program Services	Administrative	Program Services	Administrative
	Total	Total	Total	Total
Personnel costs:				
Salaries and wages	\$ 7,300,706	\$ 595,952	\$ 7,896,658	\$ 644,287
Employee benefits	1,383,676	119,111	1,502,787	118,181
Payroll taxes	528,430	40,307	568,737	44,585
Accounting/audit fees	48,538	8,993	57,531	5,031
Advertising	11,419	790	12,209	783
Conferences, conventions and meetings	28,553	10,822	39,375	17,598
Depreciation/amortization	234,384	18,839	253,223	17,822
Equipment maintenance	12,309	1,134	13,443	1,181
Equipment rental	38,307	6,824	45,131	4,976
Insurance	73,732	7,195	80,927	9,510
Interest expense	79,489	30,727	110,216	16,805
Legal fees	31,433	2,757	34,190	4,041
Membership dues	46,845	8,975	55,820	7,673
Occupancy expenses	786,802	17,650	804,452	23,196
Office expenses	195,731	38,601	234,332	40,425
Other expenses	36,234	11,680	47,914	11,974
Other professional fees	326,771	56,157	382,928	46,799
Program supplies	125,794	12,945	138,739	12,730
Travel	164,243	2,346	166,589	2,413
	<u>11,453,396</u>	<u>991,805</u>	<u>12,445,201</u>	<u>1,030,010</u>
Administrative allocation	<u>991,805</u>	<u>(991,805)</u>	<u>-</u>	<u>(1,030,010)</u>
Total expenses	<u>\$ 12,445,201</u>	<u>\$ -</u>	<u>\$ 12,445,201</u>	<u>\$ -</u>
			<u>\$ 12,830,233</u>	<u>\$ 12,830,233</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Cash Flows
Years ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ (198,679)	\$ (167,679)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation and amortization	253,223	228,495
Gain on sale of assets	(94,765)	-
Fair value loss on interest rate swap	185,205	-
(Increase) decrease in:		
Restricted cash	130,727	(3,885)
Accounts receivable, net	(122,723)	215,401
Other receivables	(79,821)	(14,224)
Prepaid expenses	(31,338)	64,245
Increase (decrease) in:		
Accounts payable and accrued expenses	(5,549)	45,874
Deferred revenue	4,400	(4,420)
Net cash provided by operating activities	40,680	363,807
Cash flows from investing activities:		
Proceeds from sale of property	379,371	-
Purchases of property and equipment	(58,629)	(212,319)
Finance costs	(85,748)	-
Net cash provided (used) by investing activities	234,994	(212,319)
Cash flows from financing activities:		
Net borrowing (payments) on line of credit	50,000	(75,000)
Net principal payments on long term debt	(569,503)	(112,767)
Net cash used in financing activities	(519,503)	(187,767)
Net increase (decrease) in cash and cash equivalents	(243,829)	(36,279)
Cash and cash equivalents, beginning of year	647,881	684,160
Cash and cash equivalents, end of year	\$ 404,052	\$ 647,881
<u>Supplemental cash flow disclosures:</u>		
Cash paid during the year for interest	\$ 155,926	\$ 128,448
Cash flows from investing and financing activities:		
Purchases of property and equipment with debt	\$ -	\$ 300,000

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Notes to Consolidated Financial Statements
June 30, 2016 and 2015

Note 1. Nature of organization

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management (the “Agency”) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs.

During 2006, the Center for Life Management Foundation (the “Foundation”) was established to act for the benefit of, to carry out the functions of, and to assist the Agency. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members and management. In addition, the Agency is the sole member.

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation are collectively referred to the “Organization”.

Basis of consolidation

The consolidated financial statements include the accounts of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and its Affiliates and the Center for Life Management Foundation. All intercompany transactions have been eliminated in consolidation.

Note 2. Basis of accounting and summary of significant accounting policies

Basis of accounting

The financial statements are prepared on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to date of receipt or payment of cash. Contributions are reported in accordance with FASB Accounting Standards Codification (“ASC”) *Accounting for Contributions Received and Contributions Made*.

Basis of presentation

The Organization’s financial statement presentation is required by the Not-for-Profit *Presentation of Financial Statements* topic of the FASB ASC. The Organization is required to report information regarding its financial position and activities according to the following three classifications of net assets based on the existence or absence of donor-imposed restrictions.

Unrestricted net assets – Net assets that are not subject to donor-imposed restrictions.

Temporarily restricted net assets – Net assets subject to donor-imposed restrictions that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

Permanently restricted net assets – Net assets subject to donor-imposed restrictions that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on any related investments for general or specific purposes.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Notes to Consolidated Financial Statements
June 30, 2016 and 2015

Note 2. Basis of accounting and summary of significant accounting policies (continued)

At June 30, 2016 and 2015, the Organization had no temporarily or permanently restricted net assets.

General

The significant accounting policies of the Organization are presented to assist in understanding the Organization's financial statements. The financial statements and the notes are representations of the Organization's management. The Organization is responsible for the integrity and objectivity of the financial statements.

Use of estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates that were used.

Cash and cash equivalents

The Organization considers all highly liquid investments purchased with an original maturity of three months or less to be cash and cash equivalents. Cash equivalents include savings, money market accounts, and certificates of deposits.

Accounts receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management writes off accounts when they are deemed uncollectible and establishes an allowance for doubtful accounts for estimated uncollectible amounts. The Organization had an allowance for doubtful accounts of \$271,488 and \$328,278 as of June 30, 2016 and 2015, respectively. Refer to Note 4 for additional discussion of accounts receivable.

Property

Property is recorded at cost, except for donated assets which are recorded at estimated fair value at the date of donation. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	15 – 40 years
Automobiles	3 – 15 years
Equipment	5 – 7 years

All equipment valued at \$500 or more is capitalized. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was \$236,342 and \$210,671 for the years ended June 30, 2016 and 2015, respectively.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Finance costs

Financing costs are recorded on the statement of position net of accumulated amortization. The costs are amortized over the term of the respective financing arrangement. Amortization expense was \$16,881 and \$17,824 for the years ended June 30, 2016 and 2015, respectively.

Vacation pay and fringe benefits

Vacation pay is accrued and charged to programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on programs.

Fair value measurements and financial instruments

The Company adopted FASB ASC 820, Fair Value Measurements and Disclosures, for assets and liabilities measured at fair value on a recurring basis. The codification established a common definition for fair value to be applied to existing generally accepted accounting principles that requires the use of fair value measurements, establishes a framework for measuring fair value, and expands disclosure about such fair value measurements.

FASB ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, FASB ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

- Level 1: Observable market inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: Observable market inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and
- Level 3: Unobservable inputs where there is little or no market data, which require the reporting entity to develop its own assumptions.

The Organization's financial instruments consist primarily of cash, accounts receivables, accounts payable and accrued expenses. The carrying amount of the Organization's financial instruments approximates their fair value due to the short-term nature of such instruments. The carrying value of long-term debt approximates fair value due to their bearing interest at rates that approximate current market rates for notes with similar maturities and credit quality.

The Organizations interest rate swap agreements are classified as level 2 in the hierarchy, as all significant inputs to the fair value measurement are directly observable, such as the underlying interest rate assumptions.

Contributions

Contributions received are recorded as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending on the existence or nature of any donor restrictions.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

All donor-restricted contributions received are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of support, revenues, and expenses as net assets released from restrictions.

Restricted contributions that meet the restriction in the same reporting period are reported as increases in unrestricted net assets.

Third-party contractual arrangements

A significant portion of revenue is derived from services to patients insured by third-party payers. Reimbursements from Medicare, Medicaid, and other commercial payers are at defined service rates for services rendered to patients covered by these programs are received. The difference between the established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Interest rate swap

The Organization uses an interest rate swap to effectively convert the variable rate on its State Authority Bond to a fixed rate, as described in Note 10. The change in the fair value of the swap agreement and the payments to or receipts from the counterparty to the swap are netted with the interest expense on the bonds. Cash flows from interest rate swap contracts are classified as a financing activity on the statement of cash flows.

Advertising expenses

The Organization expenses advertising costs as they are incurred.

Expense allocation

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Income taxes

The Agency is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Agency has also been classified as an entity that is not a private foundation within the meaning of 509(a) and qualifies for deductible contributions.

The Foundation is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. It is an organization that is organized and operated exclusively for the benefit of the Agency.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

These financial statements follow FASB ASC, *Accounting for Uncertain Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. *Accounting for Uncertain Income Taxes* did not have a material impact on these financial statements as the Organization believes it has taken no uncertain tax positions that could have an effect on its financial statements.

Federal Form 990 (Return of an Organization Exempt from Income Tax) for fiscal years 2013, 2014 and 2015 are subject to examination by the IRS, generally for three years after filing.

Subsequent events

The Organization has evaluated all subsequent events through October 18, 2016, the date the financial statements were available to be issued.

Note 3. Restricted cash

As of June 30, 2016 and 2015, the Organization had restricted cash of \$0 and \$130,727, respectively. The amounts represent cash which is restricted for debt service requirements, as designated by the Series 2006 bonds. The Series 2006 bonds were refinance during the year ending June 30, 2016.

Note 4. Accounts receivable, net

Accounts receivable consist of the following at June 30,:

	2016			2015		
<u>Accounts receivable</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Clients	\$ 383,696	\$ (217,943)	\$ 165,753	\$ 459,570	\$ (259,617)	\$ 199,953
Insurance companies	169,239	(7,370)	161,869	156,913	(11,147)	145,766
Medicaid	635,992	(29,718)	606,274	439,326	(28,380)	410,946
Medicare	<u>164,112</u>	<u>(16,457)</u>	<u>147,655</u>	<u>231,297</u>	<u>(29,134)</u>	<u>202,163</u>
	<u>\$1,353,039</u>	<u>\$ (271,488)</u>	<u>\$ 1,081,551</u>	<u>\$1,287,106</u>	<u>\$ (328,278)</u>	<u>\$ 958,828</u>

	2016	2015
<u>Other receivables</u>		
Towns	\$ 22,000	\$ 22,000
NH Division of Mental Health	104,925	42,802
Workers comp refund	-	18,545
Contractual services	75,473	-
Grant receivable	52,724	-
Miscellaneous	-	91,954
	<u>\$ 255,122</u>	<u>\$ 175,301</u>

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Note 5. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

	<u>2016</u>	<u>2015</u>
Receivables primarily for services provided to individuals and entities located in southern New Hampshire	\$ <u>1,081,551</u>	\$ <u>958,828</u>
Other receivables due from entities located in New Hampshire	\$ <u>255,122</u>	\$ <u>175,301</u>

Bank balances are insured by the Federal Deposit Insurance Corporation (“FDIC”) for up to the prevailing FDIC limit. At June 30, 2016 and 2015, the Organization had approximately \$18,000 and \$129,900 in uninsured cash balances.

Note 6. Property

Property and equipment consists of the following at June 30:

	<u>2016</u>	<u>2015</u>
Land	\$ 565,000	\$ 632,418
Buildings and improvements	3,950,957	4,588,596
Automobiles	20,000	93,388
Equipment	<u>1,583,654</u>	<u>1,521,166</u>
	6,119,611	6,835,568
Less: accumulated depreciation	<u>(2,110,759)</u>	<u>(2,375,076)</u>
	4,008,852	4,460,492
Construction in progress	-	10,679
Property and equipment, net	<u>\$ 4,008,852</u>	<u>\$ 4,471,171</u>

Note 7. Line of credit

As of June 30, 2016, the Organization has a demand line of credit with People’s United Bank with a borrowing capacity of \$850,000, which is available through September 30, 2016. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus 1.50%. The outstanding balance on the line at June 30, 2016 was \$100,000. The line of credit is secured by all business assets and real estate.

As of June 30, 2015, the Organization has a demand line of credit with People’s United Bank with a borrowing capacity of \$1,500,000, which is available through December 31, 2015, the annual review date. Interest accrued on the outstanding principal balance is payable monthly at prime plus 0.25%; provided, however, at no time shall the interest rate be less than 4.00%. The outstanding balance on the line at June 30, 2015 was \$50,000. The line of credit is secured by all business assets and real estate.

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Note 8. Long term debt

Long term debt consists of the following as of June 30,:

	<u>2016</u>	<u>2015</u>
People's United Bank - Promissory note payable in monthly principal and interest installments of \$5,406, with interest fixed at 3.09225%, secured by certain real estate. Matures November 2019.	\$ -	\$ 267,233
Series 2006 New Hampshire Health and Education Facilities Bond - Payable through 2036, original principal of \$3,700,000, remarketed and sold December 2011 at 2.80% per annum. Secured by land, building, equipment, and certain revenues. Refinanced July 2015.	-	3,265,000
Series 2015 New Hampshire Health and Education Facilities Bond - Payable through 2036, original principal of \$3,042,730, remarketed and sold to People's United Bank at 1.764% per annum. Secured by land, building, equipment, and certain revenues, and is subject to certain financial covenants. The note matures August 2025. The Organization has entered into an interest rate swap agreement to effectively fix the interest rate on the note. See Note 10.	<u>2,962,730</u>	<u>-</u>
Total long term debt	2,962,730	3,532,233
Less: current portion of long term debt	<u>(102,500)</u>	<u>(359,690)</u>
Long term debt, less current portion	<u>\$ 2,860,230</u>	<u>\$ 3,172,543</u>

Future maturities to long term debt are as follows:

<u>Year ending June 30,</u>	
2017	\$ 102,500
2018	105,000
2019	107,500
2020	112,500
2021	117,500
Thereafter	<u>2,417,730</u>
Total	<u>\$ 2,962,730</u>

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Note 9. Letter of credit

In accordance with the Series 2006 bond issuance, there was a ten-year letter of credit commitment (currently with People's United Bank) to support the tax-exempt bonds issue. A 0.85% fee on the outstanding letter of credit balance is required. The letter of credit requirement was eliminated as part of the Series 2006 bond refinance.

Note 10. Interest rate swap

During 2016, the Organization entered into an interest rate swap agreement with People's United Bank that effectively fixes the interest rate on the outstanding principal of the Banks term note at 3.045% (see Note 8).

Under the arrangement, the notional principal amount is the balance of the note, with the Organization receiving floating payments of one month London InterBank Offered rate ("LIBOR") plus .69% and paying a fixed rate of 3.045%.

The agreement matures August 2025 and has a notional amount of \$2,962,730 at June 30, 2016.

In accordance with Generally Accepted Accounting Principles, the interest rate swap agreement is recorded at its fair value as an asset or liability, with the changes in fair value being reported as a component of the change in unrestricted net assets. For the year ending June 30, 2016, the Organization reported an interest rate swap liability of \$185,205 on the statement of financial position and a fair value loss of interest rate swap of \$185,205 on the statement of activities. The fair value loss is reported as a non-operating expense of the Organization and is a non-cash transaction.

Note 11. Employee benefit plan

Discretionary matching contributions to a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code are contingent upon financial condition. This program covers eligible regular full-time and part-time employees who have successfully completed at least one year of employment and work at least 20 hours per week. Eligible employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. Employer contributions totaled \$97,181 and \$93,560 for the years ending June 30, 2016 and 2015, respectively.

Note 12. Commitments and contingencies

The Mental Health Center for Southern New Hampshire, d/b/a CLM Center for Life Management, has entered into an agreement with Parkland Medical Center ("PMC") of Derry, New Hampshire, effective June 1, 2013. The contract was temporarily extended through May 31, 2015 and subsequently renewed effective June 1, 2015 for a one year term with two one-year automatic renewal options. The first one-year automatic renewal was executed and the agreement expires May 31, 2017. The contract requires that CLM provide psychiatric services and consultations to inpatients of PMC for the hospital medical and nursing staff. The consultations are requested by the hospital and responded to by CLM medical staff on an on-call basis.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Notes to Consolidated Financial Statements
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Note 12. Commitments and contingencies (continued)

In addition to the psychiatric services, CLM provides emergency mental health assessments, evaluations, and referral services to the emergency department ("ED") of the hospital. CLM emergency service clinicians are available on a twenty-four hour, seven days a week basis to see patients entering the ED who are experiencing a mental health crisis or psychiatric emergency.

For the years ending June 30, 2016 and 2015, the Agency received approximately 60%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of New Hampshire designated Community Mental Health Center affords the Agency Medicaid provider status. Annual contracting with New Hampshire Department of health and Human Services-Bureau of Behavioral Health provides a base allocation of state general funds that can be taken as a grant or pledged in full or in part for leveraging matching federal Medicaid dollars.

Note 13. Lease commitments

The Agency leases facilities under various operating leases. Rent expense recorded under these arrangements was approximately \$138,000 and \$106,000 for the years ended June 30, 2016 and 2015, respectively.

The following details the future minimum lease payments on leases with an initial or remaining term of greater than one year as of June 30, 2016:

<u>Year ending June 30,</u>	
2017	\$ 136,132
2018	136,132
2019	136,132
2020	136,132
2021	<u>136,132</u>
Total	<u>\$ 680,660</u>

SUPPLEMENTARY INFORMATION

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Position

June 30, 2016

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	\$ 245,413	\$ 158,639	\$ 404,052	\$ -	\$ 404,052
Accounts receivable, net	1,081,551	-	1,081,551	-	1,081,551
Other receivables	255,122	-	255,122	-	255,122
Prepaid expenses	62,043	-	62,043	-	62,043
Total current assets	1,644,129	158,639	1,802,768	-	1,802,768
Property and equipment, net	4,008,852	-	4,008,852	-	4,008,852
Finance costs, net	395,739	-	395,739	-	395,739
Total assets	\$ 6,048,720	\$ 158,639	\$ 6,207,359	\$ -	\$ 6,207,359

LIABILITIES AND NET ASSETS

Current liabilities:					
Line of credit	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ 100,000
Current portion of long-term debt	102,500	-	102,500	-	102,500
Accounts payable	66,915	-	66,915	-	66,915
Accrued payroll and payroll liabilities	286,970	-	286,970	-	286,970
Accrued vacation	280,456	-	280,456	-	280,456
Accrued expenses	12,500	-	12,500	-	12,500
Deferred revenue	11,980	-	11,980	-	11,980
Total current liabilities	861,321	-	861,321	-	861,321
Long term liabilities					
Interest rate swap agreement	185,205	-	185,205	-	185,205
Long-term-debt less current portion	2,860,230	-	2,860,230	-	2,860,230
Total long term liabilities	3,045,435	-	3,045,435	-	3,045,435
Total liabilities	3,906,756	-	3,906,756	-	3,906,756
Net assets - unrestricted	2,141,964	158,639	2,300,603	-	2,300,603
Total liabilities and unrestricted net assets	\$ 6,048,720	\$ 158,639	\$ 6,207,359	\$ -	\$ 6,207,359

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Position

June 30, 2015

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	\$ 514,619	\$ 133,262	\$ 647,881	\$ -	\$ 647,881
Restricted cash	130,727	-	130,727	-	130,727
Accounts receivable, net	958,828	-	958,828	-	958,828
Other receivables	175,301	-	175,301	-	175,301
Prepaid expenses	30,705	-	30,705	-	30,705
Total current assets	1,810,180	133,262	1,943,442	-	1,943,442
Property and equipment, net	4,471,171	-	4,471,171	-	4,471,171
Finance costs, net	326,872	-	326,872	-	326,872
Total assets	\$ 6,608,223	\$ 133,262	\$ 6,741,485	\$ -	\$ 6,741,485

LIABILITIES AND NET ASSETS

Current liabilities:					
Line of credit	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000
Current portion of long-term debt	359,690	-	359,690	-	359,690
Accounts payable	115,373	-	115,373	-	115,373
Accrued payroll and payroll liabilities	225,530	-	225,530	-	225,530
Accrued vacation	253,277	-	253,277	-	253,277
Accrued interest	45,710	-	45,710	-	45,710
Accrued expenses	12,500	-	12,500	-	12,500
Deferred revenue	7,580	-	7,580	-	7,580
Total current liabilities	1,069,660	-	1,069,660	-	1,069,660
Long-term-debt less current portion	3,172,543	-	3,172,543	-	3,172,543
Total liabilities	4,242,203	-	4,242,203	-	4,242,203
Net assets - unrestricted	2,366,020	133,262	2,499,282	-	2,499,282
Total liabilities and unrestricted net assets	\$ 6,608,223	\$ 133,262	\$ 6,741,485	\$ -	\$ 6,741,485

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Activities
For the Year Ended June 30, 2016

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
<u>Public support and revenues:</u>					
Public support:					
Federal	\$ 716,508	\$ -	\$ 716,508	\$ -	\$ 716,508
State of New Hampshire - BBH	488,364	-	488,364	-	488,364
State and local funding	41,400	-	41,400	-	41,400
Other public support	98,301	40,812	139,113	-	139,113
Total public support	1,344,573	40,812	1,385,385	-	1,385,385
Revenues:					
Program service fees, net	10,473,843	-	10,473,843	-	10,473,843
Other service income	453,289	-	453,289	-	453,289
Rental income	4,766	-	4,766	-	4,766
Other	19,679	-	19,679	-	19,679
Gain on sale of assets	94,765	-	94,765	-	94,765
Total revenues	11,046,342	-	11,046,342	-	11,046,342
Total public support and revenues	12,390,915	40,812	12,431,727	-	12,431,727
<u>Operating expenses:</u>					
BBH funded programs:					
Children	3,885,306	-	3,885,306	-	3,885,306
Elders	325,537	-	325,537	-	325,537
Vocational	223,383	-	223,383	-	223,383
Multi-Service	1,602,244	-	1,602,244	-	1,602,244
Acute Care	829,224	-	829,224	-	829,224
Independent Living	1,683,005	-	1,683,005	-	1,683,005
Assertive Community Treatment	605,142	-	605,142	-	605,142
Non-Specialized Outpatient	1,856,821	-	1,856,821	-	1,856,821
Non-BBH funded program services	427,299	15,435	442,734	-	442,734
Total program expenses	11,437,961	15,435	11,453,396	-	11,453,396
Administrative expenses	991,805	-	991,805	-	991,805
Total expenses	12,429,766	15,435	12,445,201	-	12,445,201
Change in net assets from operations	(38,851)	25,377	(13,474)	-	(13,474)
<u>Non-operating expenses:</u>					
Fair value loss on interest rate swap	(185,205)	-	(185,205)	-	(185,205)
Change in net assets	(224,056)	25,377	(198,679)	-	(198,679)
Net assets, beginning of year	2,366,020	133,262	2,499,282	-	2,499,282
Net assets, end of year	\$ 2,141,964	\$ 158,639	\$ 2,300,603	\$ -	\$ 2,300,603

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Consolidating Statement of Activities
For the Year Ended June 30, 2015

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
<u>Public support and revenues:</u>					
Public support:					
Federal	\$ 878,824	\$ -	\$ 878,824	\$ -	\$ 878,824
State of New Hampshire - BBH	348,616	-	348,616	-	348,616
State and local funding	44,901	-	44,901	-	44,901
Other public support	67,551	11,870	79,421	-	79,421
Total public support	1,339,892	11,870	1,351,762	-	1,351,762
Revenues:					
Program service fees, net	10,817,333	-	10,817,333	-	10,817,333
Other service income	442,695	-	442,695	-	442,695
Rental income	32,832	-	32,832	-	32,832
Other	17,932	-	17,932	-	17,932
Total revenues	11,310,792	-	11,310,792	-	11,310,792
Total public support and revenues	12,650,684	11,870	12,662,554	-	12,662,554
<u>Expenses:</u>					
BBH funded programs:					
Children	3,621,735	-	3,621,735	-	3,621,735
Elders	309,461	-	309,461	-	309,461
Vocational	266,418	-	266,418	-	266,418
Beaver Lake Lodge	609,790	-	609,790	-	609,790
Multi-Service	1,574,885	-	1,574,885	-	1,574,885
Acute Care	738,219	-	738,219	-	738,219
Independent Living	1,821,653	-	1,821,653	-	1,821,653
Assertive Community Treatment	539,551	-	539,551	-	539,551
Non-Specialized Outpatient	1,765,576	-	1,765,576	-	1,765,576
Non-BBH funded program services	550,017	2,918	552,935	-	552,935
Total program expenses	11,797,305	2,918	11,800,223	-	11,800,223
Administrative expenses	1,030,010	-	1,030,010	-	1,030,010
Total expenses	12,827,315	2,918	12,830,233	-	12,830,233
Change in net assets	(176,631)	8,952	(167,679)	-	(167,679)
Net assets, beginning of year	2,542,651	124,310	2,666,961	-	2,666,961
Net assets, end of year	\$ 2,366,020	\$ 133,262	\$ 2,499,282	\$ -	\$ 2,499,282

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Analysis of Accounts Receivable
For the Year Ended June 30, 2016

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	\$ 459,570	\$ 1,561,470	\$ (419,155)	\$ (1,218,189)	\$ -	\$ 383,696
Insurance companies	156,913	2,277,243	(816,121)	(1,448,796)	-	169,239
Medicaid	439,326	8,973,531	(1,512,669)	(7,264,196)	-	635,992
Medicare	231,297	796,898	(387,354)	(476,729)	-	164,112
Allowance	(328,278)	-	-	-	56,790	(271,488)
Total	\$ 958,828	\$ 13,609,142	\$ (3,135,299)	\$ (10,407,910)	\$ 56,790	\$ 1,081,551

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Revenues and Expenses
For the Year Ended June 30, 2016

	Children	Elders	Vocational	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	non-Specialized Outpatient	Other Non-BBH	Total Program Services	Administrative	Total Agency
<u>Public support and revenues:</u>												
Public support:												
Federal	\$ 4,196	\$ -	\$ -	\$ -	\$ -	\$ 692,229	\$ -	\$ 20,083	\$ -	\$ 716,508	\$ -	\$ 716,508
State of New Hampshire - BBH	141,518	-	-	-	121,846	-	225,000	-	-	488,364	-	488,364
State and local funding	13,804	-	-	-	-	-	-	13,804	13,792	41,400	-	41,400
Other public support	17,396	-	12,000	13,000	500	29,030	218	16,659	7,443	96,246	2,055	98,301
Total public support	176,914	-	12,000	13,000	122,346	721,259	225,218	50,546	21,235	1,342,518	2,055	1,344,573
Revenues:												
Program service fees, net	4,628,371	314,684	165,493	2,138,796	395,013	1,045,025	358,143	1,206,726	221,592	10,473,843	-	10,473,843
Other service income	89,714	10,069	-	-	307,569	250	-	4,239	41,448	453,289	-	453,289
Rental income	759	270	-	1,460	759	759	-	759	-	4,766	-	4,766
Other	1,061	-	-	425	-	2,268	2,912	3,034	2,075	11,775	7,904	19,679
Gain on sale of assets	-	-	-	-	-	-	-	-	-	-	94,765	94,765
Total revenues	4,719,905	325,023	165,493	2,140,681	703,341	1,048,302	361,055	1,214,758	265,115	10,943,673	102,669	11,046,342
Total public support and revenues	4,896,819	325,023	177,493	2,153,681	825,687	1,769,561	586,273	1,265,304	286,350	12,286,191	104,724	12,390,915
Total program expenses	4,222,238	353,766	242,752	1,741,187	901,125	1,828,937	657,618	2,017,828	464,315	12,429,766	-	12,429,766
Net	\$ 674,581	\$ (28,743)	\$ (65,259)	\$ 412,494	\$ (75,438)	\$ (59,376)	\$ (71,345)	\$ (752,524)	\$ (177,965)	\$ (143,575)	\$ 104,724	\$ (38,851)

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Expenses
For the Year Ended June 30, 2016

	Children	Elders	Vocational	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	non-Specialized Outpatient	Other Non-BBH	Total Program Services	Admin-istrative	Total Agency
Personnel costs:												
Salaries and wages	\$ 2,602,823	\$ 229,438	\$ 138,689	\$ 1,078,926	\$ 632,578	\$ 716,401	\$ 393,646	\$ 1,282,470	\$ 225,735	\$ 7,300,706	\$ 595,952	\$ 7,896,658
Employee benefits	493,343	44,562	42,621	202,791	52,936	168,485	92,166	237,866	48,906	1,383,676	119,111	1,502,787
Payroll taxes	186,760	16,645	9,371	79,157	46,818	51,297	27,782	94,768	15,832	528,430	40,307	568,737
Accounting/audit fees	14,961	1,380	1,235	7,930	3,453	6,940	2,342	7,882	2,093	48,216	8,993	57,209
Advertising	3,399	208	260	1,590	742	1,439	723	2,669	389	11,419	790	12,209
Conferences, conventions and meetings	10,648	270	199	2,518	1,266	2,261	2,608	4,828	3,955	28,553	10,822	39,375
Depreciation/amortization	72,722	6,721	6,001	38,552	16,791	33,737	11,383	38,305	10,172	234,384	18,839	253,223
Equipment maintenance	3,565	329	294	2,299	823	2,065	558	1,878	498	12,309	1,134	13,443
Equipment rental	15,161	687	6	6,069	5,056	2,072	11	7,926	1,319	38,307	6,824	45,131
Insurance	21,663	2,600	1,805	15,176	4,935	10,069	3,475	11,237	2,772	73,732	7,195	80,927
Interest expense	25,345	2,281	2,050	12,516	5,629	11,724	3,934	12,808	3,202	79,489	30,727	110,216
Legal fees	8,671	801	715	4,597	2,119	4,022	4,727	4,569	1,212	31,433	2,757	34,190
Membership dues	15,454	1,305	1,028	8,118	1,965	8,072	2,136	5,984	2,783	46,845	8,975	55,820
Occupancy expenses	142,168	2,251	387	34,786	9,505	532,946	5,628	46,604	10,767	785,042	17,650	802,692
Office expenses	65,554	3,691	2,096	30,754	16,515	26,821	10,106	31,902	8,292	195,731	38,601	234,332
Other expenses	7,000	482	332	3,914	1,467	2,746	2,559	3,696	8,205	30,401	11,680	42,081
Other professional fees	98,476	8,927	8,002	51,740	22,642	48,878	15,292	51,784	13,510	319,251	56,157	375,408
Program supplies	21,501	2,054	1,246	12,189	3,718	8,151	1,789	7,968	67,178	125,794	12,945	138,739
Travel	76,092	905	7,046	8,622	266	44,879	24,277	1,677	479	164,243	2,346	166,589
	3,885,306	325,537	223,383	1,602,244	829,224	1,683,005	605,142	1,856,821	427,299	11,437,961	991,805	12,429,766
Administrative allocation	336,932	28,229	19,369	138,943	71,901	145,932	52,476	161,007	37,016	991,805	(991,805)	-
Total program expenses	\$ 4,222,238	\$ 353,766	\$ 242,752	\$ 1,741,187	\$ 901,125	\$ 1,828,937	\$ 657,618	\$ 2,017,828	\$ 464,315	\$ 12,429,766	\$ -	\$ 12,429,766

See Independent Auditor's Report



BOARD OF DIRECTORS* FY2017
July 1, 2016 to June 30, 2017

CHAIRPERSON
Ron Lague

VICE CHAIRPERSON
Elizabeth Roth

SECRETARY
Judi Ryan

PRESIDENT & CEO
Vic Topo

Gail Corcoran

Philip Plante

Jeffrey Rind, MD

Susan Davis

Vernon Thomas

Adam Mead

Roger Konstant

Catherine Foy

David Hebert

VICTOR TOPO

President/Chief Executive Officer

Successful 28-year career as clinician, manager and CEO in community mental health organizations located in Ohio and New Hampshire. Proven ability to lead board and staff with a persistent focus on mission and achieving results. Talent for exploring new and innovative approaches to delivering traditional and non-traditional behavioral health care. Possess wide range of knowledge and experience with all service populations, especially vulnerable persons at high risk. Strengths include:

- Operations
- Reorganization and Reinvention
- Team building and leadership
- Strategic planning
- Board Collaboration
- Joint ventures and strategic partnerships
- Strong relationship with funders
- Community building

Professional Experience

Center for Life Management – Derry, NH President/Chief Executive Officer

1999 – Present

Recruited to manage 501(c) 3 comprehensive community mental health center and its title holding 501(c) 2 corporation, entitled West Rock Endowment Association. Began with revenues of 6.5 million and increased to 9 million. Restructured senior management increasing direct reports from three to six.

Key results:

- Established closer connection with surrounding community utilizing aggressive public relations strategy while also rebranding CLM in 2004.
- Guided Board of Directors towards more accountability including higher expectation from management and individual board members.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer
- Increased year after year number of persons served starting with 3,400 to nearly 6,000.
- Created and implemented strategy to integrate mental health care with physician healthcare. Integrated behavioral health services into 2 Primary Care/Pediatric Practices and one Specialty (GYN) Practice in Southern New Hampshire.
- Consolidated outpatient offices toward design and construction of new state of the art 26,000 square foot facility. Received national awards for design and use of new facility.
- Provided leadership and vision to oversee the development of a Electronic Health Record (EHR) called webAISCE. Software now includes e-prescribing and has begun acquiring Meaningful Use dollars.
- Adopted Transcranial Magnetic Stimulation (TMS) as newest neurotech treatment for Major Depressive Disorder. First free standing community mental health center in the U.S. to offer it.

Pathways, Inc. – Mentor, OH

1988 - 1999

Chief Executive Officer/Executive Director

Started with managing a small single purpose case management agency with revenues of \$486,000 and over 11 years grew revenues to 4 million by expanding services to chronically mentally ill consumers. Created senior management team and strengthened Board of Directors utilizing shared vision approach.

Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).
- Assumed leadership role in transitioning 32 long-term patients back to our community.
- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from \$38,000 in 1989 to \$431,210 in 1997.

Community Counseling Center – Ashtabula, OH

1983-1988

Case Management Supervisor/Case Manager

Provided direct services and supervision for services to severely mentally disabled persons in the community. Partnered with local private hospital as well as state hospital.

Key results:

- Transitioned consumers back into supervised and independent living.
- Recruited, trained and managed staff of five case managers.
- Designed and implemented agency's first case management program.

Education

Master of Social Work (MSW)
West Virginia University
Morgantown, WV

Bachelor of Arts (BA)
Siena College
Londonville, NY

Associate of Applied Science (AAS)
Fulton-Montgomery Community College
Johnstown, NY

Board/Leadership Positions

Heritage United Way – Board of Directors
Mental Health Commission – Co-Chair
Consumers and Families Work Group
Statewide Evidenced Based Practice Committee – Co-Chair
Greater Salem Chamber of Commerce – Board of Directors

Greater Derry/Londonderry Chamber of Commerce – Board of Directors
Greater Derry/Salem Regional Transportation Council (RTC) - Chairman, Board of Directors, Derry, NH
Greater Salem Leadership Program – Graduate, Class of 2001

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: CLM Center For Life Management

Name of Contract: Mental Health Services

BUDGET PERIOD: SFY 18 (Jul 1, 2017 thru Jun 30, 2018)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Vic Topo	President/CEO	\$156,000	32.00%	\$49,920.00
Michael Bergeron	Vice President CFO	\$126,000	32.00%	\$40,320.00
Steve Arnault	VP Clinical Services & QA	\$107,000	32.00%	\$34,240.00
Isabel Norian	Medical Director	\$157,500	32.00%	\$50,400.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$174,880.00

BUDGET PERIOD: SFY 19 (Jul 1, 2018 thru Jun 30, 2019)				
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Vic Topo	President/CEO	\$159,900	32.00%	\$51,168.00
Michael Bergeron	Vice President CFO	\$129,150	32.00%	\$41,328.00
Steve Arnault	Vice President Operations/ QI	\$109,675	32.00%	\$35,096.00
Isabel Norian	Medical Director	\$161,437	32.00%	\$51,659.84
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$179,251.84