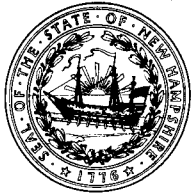


BM

24 am



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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

May 31, 2016

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

Sole Source

REQUESTED ACTION

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

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

Summary of contracted amounts by vendor:

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

Please see attached financial detail.

EXPLANATION

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

These ten (10) agreements include provisions for:

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

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

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

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

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

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

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

Area served: Statewide.

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

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

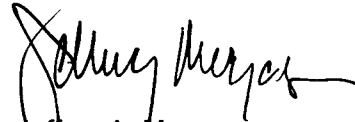
In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

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

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

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

Northern Human Services

Vendor # 177222

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

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

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

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

Vendor # 154480

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

Riverbend Community Mental Health, Inc.

Vendor # 177192

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

Monadnock Family Services

Vendor # 177510

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

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

Vendor # 154112

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

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

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

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

Seacoast Mental Health Center, Inc.

Vendor # 174089

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

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

Vendor # 177278

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

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

Vendor # 174116

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

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

100% Other Funds

CFDA #
FAIN

N/A
N/A

Northern Human Services

Vendor # 177222

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

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

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

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

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

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

Riverbend Community Mental Health, Inc. Vendor # 177192

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

Monadnock Family Services Vendor # 177510

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

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

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

The Mental Health Center of Greater Manchester, Inc. Vendor # 177184

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

Seacoast Mental Health Center, Inc. Vendor # 174089

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

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

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

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

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

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

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

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

Northern Human Services

Vendor # 177222

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

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

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

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

Vendor # 154480

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

Riverbend Community Mental Health, Inc.

Vendor # 177192

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

Monadnock Family Services

Vendor # 177510

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

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

Community Council of Nashua, NH DBA Greater Nashua Mental Health

Vendor # 154112

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

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

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

Seacoast Mental Health Center, Inc.

Vendor # 174089

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

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

Vendor # 177278

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

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

Vendor # 174116

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

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

**CFDA # 93.150
FAIN SM016030-14**

Riverbend Community Mental Health, Inc.

Vendor # 177192

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

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

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42307150	37,000
		Sub Total		37,000

Community Council of Nashua, NH DBA Greater Nashua Mental Health

Vendor # 154112

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42307150	40,300
		Sub Total		40,300

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42105824	40,121
		Sub Total		40,121

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42307150	25,000
		Sub Total		25,000

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

Vendor # 174116

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42307150	29,500
		Sub Total		29,500
		SUB TOTAL		208,171

**05-95-49-490510-2985, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,
HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE
PROGRAM BIP**

100% Federal Funds

CFDA #
FAIN

93.778
05-1505NHBIPP

Northern Human Services

Vendor # 177222

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	49053316	17,480
		Sub Total		17,480

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

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	49053316	22,093
		Sub Total		22,093

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

Vendor # 154480

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	49053316	12,480
		Sub Total		12,480

Riverbend Community Mental Health, Inc.

Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	49053316	43,680
		Sub Total		43,680

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	49053316	12,480
		Sub Total		12,480

Community Council of Nashua, NH DBA Greater Nashua Mental Health

Vendor # 154112

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	49053316	12,480
		Sub Total		12,480

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	49053316	12,480
		Sub Total		12,480

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	49053316	12,480
		Sub Total		12,480

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	49053316	12,480
		Sub Total		12,480

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	49053316	12,480
		Sub Total		12,480
		SUB TOTAL		170,613

05-95-49-491510-2988, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

100% Federal Funds

CFDA # **93.959**
FAIN **T1010035-14**

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	49156502	63,000
		Sub Total		63,000
		SUB TOTAL		63,000

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

100% Federal Funds

CFDA # **93.043**
FAIN **15AANHT3PH**

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	48108462	35,000
		Sub Total		35,000
		SUB TOTAL		35,000
		TOTAL		6,521,006

Subject: Mental Health Services


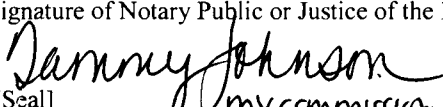
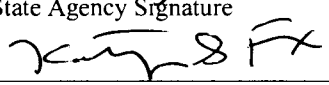
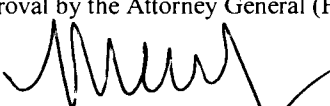
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Behavioral Health, Bureau of Mental Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name 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 See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$377,039
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James Salmon Treasurer	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>May 24, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] <u>my commission expires 2/22/17</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Tammy L. Johnson</u>			
1.14 State Agency Signature  Date: <u>5/27/16</u>		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/12/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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


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

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

7. PERSONNEL.

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

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

Contractor Initials 
Date 5/24/16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, 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 
Date 5/24/16



**Exhibit A
Scope of Work
SFY 2017**

I. SERVICES

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

II. QUALITY IMPROVEMENT

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

III. SUBSTANCE USE SCREENING

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

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



- F. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.

V. COORDINATION WITH PRIMARY CARE PROVIDER

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

VI. TRANSITION OF CARE

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

VII. APPLICATION FOR OTHER SERVICES

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

VIII. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

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

IX. MAINTENANCE OF FISCAL INTEGRITY

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



1. **Days of Cash on Hand:**
 - a. **Definition:** The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. **Formula:** Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - c. **Performance Standard:** The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
 2. **Current Ratio:**
 - a. **Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - b. **Formula:** Total current assets divided by total current liabilities.
 - c. **Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
 3. **Debt Service Coverage Ratio:**
 - a. **Rationale:** This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
 - b. **Definition:** The ratio of Net Income to the year to date debt service.
 - c. **Formula:** Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - d. **Source of Data:** The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - e. **Performance Standard:** The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
 4. **Net Assets to Total Assets:**
 - a. **Rationale:** This ratio is an indication of the Contractor's ability to cover their liabilities.
 - b. **Definition:** The ratio of the Contractor's net assets to total assets.
 - c. **Formula:** Net assets (total assets less total liabilities) divided by total assets.
 - d. **Source of Data:** The Contractor's Monthly Financial Statements.
 - e. **Performance Standard:** The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- B. In the event that the Contractor does not meet either:
1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,
- DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that B. 1. and/or B. 2 has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

X. REPORTING REQUIREMENTS

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



XI. REDUCTION OR SUSPENSION OF FUNDING

- A.** In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- B.** In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- C.** Any plan devised pursuant to Subsection B., above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
 - 1.** All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 - 2.** The Contractor shall continue to provide emergency services to all consumers;
 - 3.** The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 - 4.** The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



XIII. DATA REPORTING

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

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



Reconciliation Act of 1987. Upon request by the Department the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

XV. EMERGENCY SERVICES

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

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS (ACT)

A. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).

B. The Contractor shall report their level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS. The Adult ACT Infrastructure Compliance Report shall be included with the invoices submitted for payment of Adult ACT Team funds as defined in Exhibit B.

C. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.

B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 18.6 percent by June 30, 2017. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2016.

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

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

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

XX. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.
- C. Activities that may be funded:
 - 1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
 - 2. Costs associated with developing other BBH-requested data reporting system.
 - 3. The Contractor shall be reimbursed for costs as defined in Exhibit B.
- D. Other conditions for payment:
 - 1. Progress Reports from the Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
 - 2. Payments:
 - a. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment shall be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MILITARY CULTURE/AWARENESS INITIATIVE

- A. The Contractor shall designate a military liaison/s who will participate in a one (1) hour conference call each month with the State CMHC Military Liaison, as well as with the other CMHC Military Liaisons from across the State. The purpose of these calls is to

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



share successes, challenges and opportunities for serving veterans, service members, and their families who receive care at the CMHC.

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



Exhibit A
Scope of Work
SFY 2017

-
- 9. Help to serve and support justice involved veterans by collaborating with the courts, VA, Vet Center, and other community resources;
 - 10. Promote enhanced ability to serve veterans, service members, and their families; and
 - 11. Other duties as identified by the Contractor and approved by DHHS.
- G.** The Contractor's Military Liaison/s shall provide up to a total of sixteen (16) hours per month on the activities defined in Sections A, B, C, D, and F above.
- H.** The Contractor shall promote military culture and military competencies, to all CMHC staff on an ongoing basis. The Contractor's staff will ideally be trained in having an overall understanding of the service delivery system in serving veterans, service members and their families within the CMHC and within its Region.
- I.** The Contractor shall provide an updated work plan, using the existing work plan as a guide, within thirty (30) calendar days from the effective date of the contract for DHHS approval. The Contractor shall include in the work plan at a minimum, the activities, deliverables, and due dates, and who will perform the activities. The Liaison will track and report activities monthly to include: the number of educational opportunities shared and attended, outreach and marketing activities, agency workgroup participation (if applicable), internal communication/ promotion with agency staff (i.e. newsletter, educational opportunities, community events), and meetings and outreach activities with military and community partners.
- XXII. NO WRONG DOOR SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL**
- A.** The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
 - B.** The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
 - C.** The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
 - D.** To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners.
 - E.** The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
 - F.** The Contractor shall at a minimum:
 - 1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;



**Exhibit A
Scope of Work
SFY 2017**

2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
4. Fulfill DHHS specified NWD partner relationship expectations; and
5. Participate in NHCarePath outreach, education and awareness activities.

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

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

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

XXIV. CRISIS HOUSING MORTGAGE SUBSIDY

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

EXHIBIT B
METHODS OF PAYMENT
SFY 2017

- A.** The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- B.** Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:
- CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services
Program Title: Balancing Incentive Program (BIP)
FAIN #: 05-1505NHBIPP
1. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- C.** The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
1. 05-95-92-920010-5945-102-500731
 2. 05-95-92-920010-7851-102-500731
 3. 05-95-42-421010-2958-102-500731
 4. 05-95-49-490510-2985-102-500731
- D.** Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- E.** DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- F.** Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
1. Medicaid enrolled individuals:
 - a. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - b. Medicaid Fee for Service: The vendor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 2. Other insurance/payors:
 - a. The vendor shall directly bill the other insurance or payors.
- G.** For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

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

H. Other Contract Programs:

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

Program To Be Funded	Amount
Crisis Housing Mortgage Subsidy	22,000
Div. for Children Youth and Families (DCYF) Consultation	5,310
Assertive Community Treatment Team (ACT)	225,000
Emergency Services	98,304
Behavioral Health Services Information System (BHSIS)	5,000
Military Culture/Awareness Initiative	17,480
Rehabilitation for Empowerment, Natural Supports, Education, and Work (RENEW)	3,945
Total	\$377,039

2. Payment for each contracted service in the above table (Except for Crisis Housing Mortgage) shall be made on cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - a. The Contractor shall provide individual program budgets within ten (10) days from the effective date of the contract for Department approval.
 - b. The Contractor shall provide invoices on Department supplied forms.
 - c. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the Department approved individual program budgets.
 - d. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
 - e. 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.
3. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

4. Emergency Services: The Department shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section XV, Emergency Services.
5. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
6. Military Culture/Awareness Initiative: The Contractor shall be reimbursed at a rate of \$65 per hour for the military liaison. The Contractor shall be reimbursed \$65 per hour for all other staff to attend training as defined in Exhibit A, Section XXIII. Military Support. The vendor shall not invoice the Department from more than one (1) funding source for staff to attend trainings.
7. Crisis Housing Mortgage Subsidy: The Contractor shall use the funding to assist with the mortgage payments on the building defined in Exhibit A, Section XXIV. The Department shall pay the Contractor according to a mortgage payment schedule approved by the Department. Total payments to the Contractor shall not exceed the total of the Contractor's mortgage invoices. The Contractor shall submit copies of their mortgage invoices each month with the invoice defined in Section 2, above.



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



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

- 10.8.** The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3.** Add the following regarding "Contractor Name" to Paragraph 1.:

 - 1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for-profit.
- 4.** Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.:

 - 6.4.** The Contractor shall comply with Title II of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5.** Add the following regarding "Personnel" to Paragraph 7.:

 - 7.4.** Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5.** No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

 - 7.5.1.** Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
 - 7.5.2.** Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
 - 7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- 6.** Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:

 - 8.1.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of



Default"):

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

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

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

Exhibit C-1 – Revisions to Standard Provisions

Contractor Initials

EMJ



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

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

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

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

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

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

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

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

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

9.5.1. The Contractor shall submit the following fiscal reports:

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

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



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



ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

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



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

13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.
14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue;
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A.; and
 - 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a



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

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



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR 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

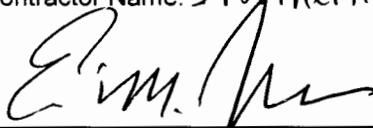


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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.

5/24/16
Date

Contractor Name: Northern Human Services

Name: Eric M. Johnson
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: Northern Human Services

Name: Eric M. Johnson
Title: CEO

5/24/16
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.

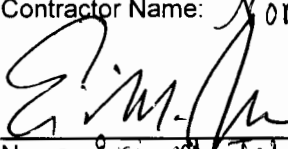
PRIMARY COVERED TRANSACTIONS

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 (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

5/24/16
Date

Contractor Name: Northern Human Services

Name: Eric M. Johnson
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

EMJ

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.

5/24/16
Date

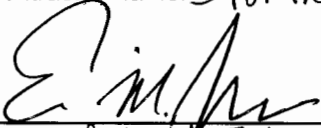
Contractor Name: Northern Human Services

Name: Eric M. Johnson
Title: CEO

Exhibit G

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

Contractor Initials EMJ

Date 5/24/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Northern Human Services

Name: Eric M. Johnson
Title: CEO

5/24/16
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

- 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



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

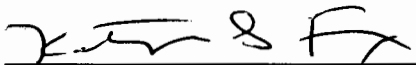
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security 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

 Signature of Authorized Representative
 Katja S. Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative
5/27/16
 Date

Northern Human Services
 Name of the Contractor

 Signature of Authorized Representative
 Eric M. Johnson
 Name of Authorized Representative
 CEO
 Title of Authorized Representative
5/24/16
 Date



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

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

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

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

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

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

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

Contractor Name: Northern Human Services

Name: Eric M. Johnson
Title: CEO

5/24/16
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: 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?

NO YES

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

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

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

NO YES

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

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

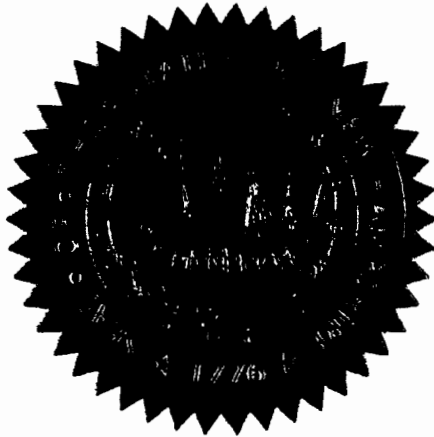
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

State of New Hampshire
Department of 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 formed March 3, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Madelene Costello, do hereby certify that:

1. I am the duly elected Clerk of Northern Human Services.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on January 25, 2016.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

To Provide: Mental Health Services

RESOLVED: That the President, Vice President, Treasurer or CEO hereby is 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **May 31, 2016**.
4. **James Salmon** is duly elected **Treasurer, and Eric Johnson is the CEO** of the Corporation.

(Seal)
(Corporation)

Madelene P. Costello
(Signature of Board Secretary)

State of **New Hampshire**

County of **Carroll**

The foregoing instrument was acknowledged before me this **31st** day of **May, 2016**

by **Madelene Costello**

Tammy Johnson
Name: Tammy Johnson
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: 2/22/17

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 Svcs LLC, CL 3 Executive Park Drive, Suite 300 Bedford, NH 03110-0406 855 874-0123	CONTACT NAME: Christine.Skehan	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS: Christine.Skehan@usi.biz	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Insurance Company	
	INSURER B: NH Employers Company	
INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044	NAIC #	
	23850	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

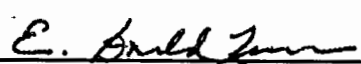
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1475078	03/31/2016	03/31/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PHPK1475078	03/31/2016	03/31/2017	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 \$10000			PHUB535689	03/31/2016	03/31/2017	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
							Prof Sublimi	\$5,000,000
							PER STATUTE	
							OTH-ER	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input checked="" type="checkbox"/> N if yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC60040004322013A	09/30/2015	09/30/2016	E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Physician Prof			PHPK1475078	03/31/2016	03/31/2017	\$1,000,000/\$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Physicians do not share in the entity's excess limits. Each physician has their own separate \$1,000,000/\$3,000,000 Limit of Insurance.

This Evidence of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Evidence.

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 
--	--

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, 2015 AND 2014
AND
INDEPENDENT AUDITORS' REPORT

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

NORTHERN HUMAN SERVICES, INC.

JUNE 30, 2015 AND 2014

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
<u>Financial Statements:</u>	
Statements of Financial Position	3
Statement of Activities	4
Statements of Cash Flows	5
Statement of Functional Expenses, Totals For All Programs	6
Statement of Functional Expenses, Mental Health	7 - 9
Statement of Functional Expenses, Developmental Services	10 - 12
Notes to Financial Statements	13 - 22
<u>Supplementary Information:</u>	
Schedule of Functional Revenues and Expenses, Totals For All Programs	23
Schedule of Functional Revenues and Expenses, Mental Health	24 - 26
Schedule of Functional Revenues and Expenses, Developmental Services	27 - 29

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, 2015 and 2014, 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, 2015.

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, 2015 and 2014, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2015 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, 2014 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 3, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

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*

September 21, 2015
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2015 AND 2014**

ASSETS

	<u>2015</u>	<u>2014</u>
CURRENT ASSETS		
Cash and cash equivalents, undesignated	\$ 6,930,491	\$ 4,837,929
Cash and cash equivalents, designated	318,202	318,202
Accounts receivable, less allowance of \$156,000 and \$280,000 for 2015 and 2014, respectively	1,820,318	2,199,034
Grants receivable	44,350	44,350
Assets, limited use	506,492	471,779
Due from related party	-	291,041
Prepaid expenses and deposits	<u>219,676</u>	<u>198,857</u>
Total current assets	<u>9,839,529</u>	<u>8,361,192</u>
PROPERTY AND EQUIPMENT, NET	<u>458,085</u>	<u>201,211</u>
OTHER ASSETS		
Investments	1,587,019	1,548,598
Cash value of life insurance	<u>358,521</u>	<u>335,635</u>
Total other assets	<u>1,945,540</u>	<u>1,884,233</u>
Total assets	<u>\$ 12,243,154</u>	<u>\$ 10,446,636</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 630,016	\$ 286,929
Wages payable	1,048,403	521,864
Compensated absences payable	707,877	701,567
Other grants payable	63,982	25,453
Refundable advances	35,378	89,400
Deferred revenue	107,782	7,069
Client funds held in trust	198,341	183,422
Due to related party	<u>9,366</u>	<u>-</u>
Total liabilities	<u>2,801,145</u>	<u>1,815,704</u>
NET ASSETS		
Unrestricted		
Undesignated	8,870,020	8,059,025
Board designated	<u>318,202</u>	<u>318,202</u>
Total unrestricted	9,188,222	8,377,227
Temporarily restricted	1,370	1,288
Permanently restricted	<u>252,417</u>	<u>252,417</u>
Total net assets	<u>9,442,009</u>	<u>8,630,932</u>
Total liabilities and net assets	<u>\$ 12,243,154</u>	<u>\$ 10,446,636</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015 Total</u>	<u>2014 Total</u>
PUBLIC SUPPORT					
State and federal grants	\$ 591,594	\$ -	\$ -	\$ 591,594	\$ 773,864
Other public support	457,273	-	-	457,273	510,884
Local and county support	160,045	-	-	160,045	70,197
Donations	<u>71,631</u>	<u>4,720</u>	<u>-</u>	<u>76,351</u>	<u>358,213</u>
Total public support	<u>1,280,543</u>	<u>4,720</u>	<u>-</u>	<u>1,285,263</u>	<u>1,713,158</u>
REVENUES					
Program service fees	35,466,264	-	-	35,466,264	34,051,950
Production income	508,099	-	-	508,099	483,562
Other revenues	<u>240,735</u>	<u>-</u>	<u>-</u>	<u>240,735</u>	<u>391,694</u>
Total revenues	<u>36,215,098</u>	<u>-</u>	<u>-</u>	<u>36,215,098</u>	<u>34,927,206</u>
Total public support and revenues	<u>37,495,641</u>	<u>4,720</u>	<u>-</u>	<u>37,500,361</u>	<u>36,640,364</u>
EXPENSES					
<u>Program Services</u>					
Mental health	10,378,535	-	-	10,378,535	10,431,530
Developmental services	<u>21,858,503</u>	<u>-</u>	<u>-</u>	<u>21,858,503</u>	<u>20,412,640</u>
Total program services	32,237,038	-	-	32,237,038	30,844,170
General management	<u>4,521,537</u>	<u>-</u>	<u>-</u>	<u>4,521,537</u>	<u>4,354,703</u>
Total expenses	<u>36,758,575</u>	<u>-</u>	<u>-</u>	<u>36,758,575</u>	<u>35,198,873</u>
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	<u>737,066</u>	<u>4,720</u>	<u>-</u>	<u>741,786</u>	<u>1,441,491</u>
NON-OPERATING INCOME (LOSS)					
Investment return	48,531	-	-	48,531	143,598
(Loss) gain on sale of property	(2,693)	-	-	(2,693)	1,024
Change in cash value of life insurance	22,886	-	-	22,886	24,230
Interest income	4	563	-	567	364
Net assets released from restrictions	<u>5,201</u>	<u>(5,201)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total non-operating income (loss)	<u>73,929</u>	<u>(4,638)</u>	<u>-</u>	<u>69,291</u>	<u>169,216</u>
Change in net assets	810,995	82	-	811,077	1,610,707
NET ASSETS, BEGINNING OF YEAR	<u>8,377,227</u>	<u>1,288</u>	<u>252,417</u>	<u>8,630,932</u>	<u>7,020,225</u>
NET ASSETS, END 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>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 811,077	\$ 1,610,707
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	73,591	14,041
Unrealized loss (gain) on investments	36,595	(83,806)
Realized gain on investments	(57,784)	(41,406)
Loss (gain) on sale of property	2,693	(1,024)
Change in cash value of life insurance	(6,750)	(6,487)
(Increase) decrease in assets:		
Accounts receivable	378,716	722,739
Grants receivable	-	13,718
Assets, limited use	(34,713)	(104)
Due from related party	291,041	(147,249)
Prepaid expenses and deposits	(20,819)	14,975
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	343,087	(4,337)
Wages payable	526,539	78,405
Compensated absences payable	6,310	6,863
Other grants payable	38,529	(7,104)
Refundable advances	(54,022)	(113,557)
Deferred revenue	100,713	7,069
Medicaid contingency payments, State of New Hampshire	-	(1,596,143)
Client funds held in trust	14,919	(2,509)
Due to related party	9,366	-
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>2,459,088</u>	<u>464,791</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property	(334,886)	(121,689)
Proceeds from sale of property	1,728	4,200
Purchases of investments	(358,905)	(1,487,996)
Proceeds from sales of investments	369,015	82,996
Reinvested dividends	(27,342)	(18,386)
Change in cash value of life insurance	(16,136)	(17,743)
NET CASH USED IN INVESTING ACTIVITIES	<u>(366,526)</u>	<u>(1,558,618)</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	2,092,562	(1,093,827)
CASH AND EQUIVALENTS, BEGINNING OF YEAR	<u>5,156,131</u>	<u>6,249,958</u>
CASH AND EQUIVALENTS, END OF YEAR	<u>\$ 7,248,693</u>	<u>\$ 5,156,131</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

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

**FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental</u>	<u>Developmental</u>	<u>Subtotals</u>	<u>General</u>	<u>2015</u>	<u>2014</u>
	<u>Health</u>	<u>Services</u>		<u>Management</u>	<u>Total</u>	<u>Total</u>
EXPENSES						
Salaries and wages	\$ 6,383,958	\$ 7,018,948	\$ 13,402,906	\$ 2,855,110	\$ 16,258,016	\$ 15,965,425
Employee benefits	1,466,552	1,716,709	3,183,261	697,539	3,880,800	3,430,580
Payroll taxes	452,072	531,928	984,000	198,357	1,182,357	1,215,557
Client wages	168,563	224,494	393,057	-	393,057	367,361
Professional fees	164,860	10,244,001	10,408,861	250,931	10,659,792	9,653,540
Staff development and training	17,965	16,316	34,281	13,260	47,541	67,287
Occupancy costs	513,660	539,948	1,053,608	176,158	1,229,766	1,246,674
Consumable supplies	203,826	262,605	466,431	59,987	526,418	550,700
Equipment expenses	61,935	59,074	121,009	30,759	151,768	129,102
Communications	168,225	114,483	282,708	86,230	368,938	370,358
Travel and transportation	277,565	799,595	1,077,160	41,087	1,118,247	1,149,112
Assistance to individuals	10,699	78,470	89,169	3,909	93,078	88,497
Insurance	50,048	58,890	108,938	25,059	133,997	128,884
Membership dues	42,210	28,485	70,695	61,751	132,446	121,685
Bad debt expense	392,281	70,930	463,211	-	463,211	687,543
Other expenses	4,116	93,627	97,743	21,400	119,143	26,568
	<u>4,116</u>	<u>93,627</u>	<u>97,743</u>	<u>21,400</u>	<u>119,143</u>	<u>26,568</u>
Total expenses	<u>\$ 10,378,535</u>	<u>\$ 21,858,503</u>	<u>\$ 32,237,038</u>	<u>\$ 4,521,537</u>	<u>\$ 36,758,575</u>	<u>\$ 35,198,873</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2015
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	\$ 484,279	\$ 767,787	\$ 162,083	\$ 778,395	\$ 496,148	\$ 148,820
Employee benefits	126,695	176,689	41,313	186,899	72,054	38,976
Payroll taxes	31,358	50,374	10,354	53,404	33,592	9,946
Client wages	-	-	-	-	-	-
Professional fees	14,929	15,964	3,593	34,464	7,674	4,831
Staff development and training	5,438	1,110	166	1,489	156	3,416
Occupancy costs	49,049	50,182	11,440	56,523	22,961	10,577
Consumable supplies	15,686	8,454	2,839	12,956	3,621	2,783
Equipment expenses	8,495	3,556	742	5,156	1,943	721
Communications	20,449	18,681	4,435	23,513	16,112	4,173
Travel and transportation	5,381	8,323	1,947	43,254	1,284	7,747
Assistance to individuals	3,135	-	-	1,832	-	-
Insurance	4,523	6,701	1,311	6,705	2,676	1,329
Membership dues	7,498	5,077	1,485	4,189	1,082	784
Bad debt expense	15,439	27,207	-	10,579	21,907	784
Other expenses	<u>1,222</u>	<u>10</u>	<u>-</u>	<u>-</u>	<u>35</u>	<u>-</u>
Total expenses	<u>\$ 793,576</u>	<u>\$ 1,140,115</u>	<u>\$ 241,708</u>	<u>\$ 1,219,358</u>	<u>\$ 681,245</u>	<u>\$ 234,887</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Bureau of Drug & Alcohol Services</u>	<u>Health Mentors</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>	<u>Supportive Living</u>
EXPENSES						
Salaries and wages	\$ 82,108	\$ 6,793	\$ 96,446	\$ 92,974	\$ 765,945	\$ 688,918
Employee benefits	23,315	4,517	21,620	22,575	182,494	145,034
Payroll taxes	6,009	575	14,090	6,826	54,040	49,930
Client wages	-	-	86,353	-	-	-
Professional fees	1,845	325	2,004	1,413	22,868	11,484
Staff development and training	523	14	787	156	514	158
Occupancy costs	6,790	1,461	9,525	12,121	54,790	46,048
Consumable supplies	952	350	4,316	31,298	17,716	19,118
Equipment expenses	478	121	6,525	1,805	8,403	4,782
Communications	1,791	391	2,056	1,897	18,979	14,710
Travel and transportation	1,143	1,615	14,924	663	63,665	66,600
Assistance to individuals	-	-	74	60	51	1,153
Insurance	802	129	803	804	6,476	5,651
Membership dues	1,346	7,037	315	301	3,208	2,875
Bad debt expense	15,669	-	4,533	12,757	188,823	47,200
Other expenses	-	-	531	-	1,762	373
Total expenses	<u>\$ 142,771</u>	<u>\$ 23,328</u>	<u>\$ 264,902</u>	<u>\$ 185,650</u>	<u>\$ 1,389,734</u>	<u>\$ 1,104,034</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2015
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>2014 Total</u>
EXPENSES							
Salaries and wages	\$ 636,951	\$ 48,868	\$ 393,626	\$ 700,157	\$ 33,660	\$ 6,383,958	\$ 6,341,322
Employee benefits	144,371	10,617	106,912	154,398	8,073	1,466,552	1,298,714
Payroll taxes	45,943	3,623	24,774	47,792	9,442	452,072	468,116
Client wages	-	-	-	210	82,000	168,563	169,401
Professional fees	3,969	894	11,063	26,559	981	164,860	171,021
Staff development and training	49	1,679	1,589	712	9	17,965	35,572
Occupancy costs	42,873	4,319	29,419	77,961	27,621	513,660	519,437
Consumable supplies	21,361	773	4,555	12,295	44,753	203,826	203,786
Equipment expenses	5,497	203	2,727	4,801	5,980	61,935	72,323
Communications	10,910	2,017	10,080	10,831	7,200	168,225	156,058
Travel and transportation	10,233	2,261	8,808	33,957	5,760	277,565	300,752
Assistance to individuals	4,295	-	65	34	-	10,699	14,576
Insurance	1,673	428	3,674	6,055	308	50,048	48,182
Membership dues	623	176	2,784	2,565	865	42,210	45,236
Bad debt expense	7,725	-	1,612	38,046	-	392,281	585,572
Other expenses	159	-	-	-	24	4,116	1,462
Total expenses	<u>\$ 936,632</u>	<u>\$ 75,858</u>	<u>\$ 601,688</u>	<u>\$ 1,116,373</u>	<u>\$ 226,676</u>	<u>\$ 10,378,535</u>	<u>\$ 10,431,530</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2015
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>Residential Only</u>
EXPENSES					
Salaries and wages	\$ 638,279	\$ 125,866	\$ 2,777,241	\$ 327,531	\$ -
Employee benefits	163,900	25,854	717,926	65,945	-
Payroll taxes	45,351	10,485	218,138	23,367	-
Client wages	-	4,843	184,534	-	-
Professional fees	51,525	679	69,992	129,047	16,297
Staff development and training	113	3	2,130	3,965	-
Occupancy costs	48,348	5,999	230,481	5,976	-
Consumable supplies	8,196	1,629	71,100	12,123	-
Equipment expenses	3,157	441	41,220	799	-
Communications	7,210	2,945	43,623	14,205	-
Travel and transportation	21,937	16,355	489,097	82,112	-
Assistance to individuals	16	101	31,797	129	-
Insurance	5,478	942	24,612	2,412	-
Membership dues	714	1,344	10,985	322	-
Bad debt expense	-	-	7,226	50,499	-
Other expenses	-	-	3,883	109	-
Total expenses	<u>\$ 994,224</u>	<u>\$ 197,486</u>	<u>\$ 4,923,985</u>	<u>\$ 718,541</u>	<u>\$ 16,297</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICESFOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Independent Living Services</u>	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Children's Housing</u>
EXPENSES					
Salaries and wages	\$ 286,662	\$ 1,548,286	\$ -	\$ 195,246	\$ -
Employee benefits	72,577	386,139	-	53,342	-
Payroll taxes	20,700	115,016	-	13,886	-
Client wages	-	15,328	-	1,979	-
Professional fees	24,426	4,320,221	1,896,423	1,089	3,744
Staff development and training	337	4,545	-	6	-
Occupancy costs	19,073	149,582	-	44,012	-
Consumable supplies	3,681	126,919	-	7,104	-
Equipment expenses	1,328	8,331	-	621	-
Communications	3,078	32,394	-	2,138	-
Travel and transportation	17,621	73,140	-	6,862	-
Assistance to individuals	2,425	6,117	-	5	-
Insurance	2,568	12,910	-	1,633	-
Membership dues	362	3,090	-	206	-
Bad debt expense	4,965	7,578	-	-	-
Other expenses	-	455	-	-	-
	<u>-</u>	<u>455</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenses	<u>\$ 459,803</u>	<u>\$ 6,810,051</u>	<u>\$ 1,896,423</u>	<u>\$ 328,129</u>	<u>\$ 3,744</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICESFOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>	<u>Acquired Brain Disorder</u>	<u>Other Developmental Services Programs</u>	<u>Total Developmental Services Programs</u>	<u>2014 Total</u>
EXPENSES						
Salaries and wages	\$ 502,812	\$ 30,117	\$ 41,236	\$ 545,672	\$ 7,018,948	\$ 6,792,154
Employee benefits	69,212	4,814	57,257	99,743	1,716,709	1,554,200
Payroll taxes	39,193	2,141	1,485	42,166	531,928	536,675
Client wages	-	-	-	17,810	224,494	197,960
Professional fees	813,158	407,204	125,179	2,385,017	10,244,001	9,230,934
Staff development and training	87	1	13	5,116	16,316	22,275
Occupancy costs	-	621	7,313	28,543	539,948	560,428
Consumable supplies	2,695	2,341	5,604	21,213	262,605	277,676
Equipment expenses	369	70	1,067	1,671	59,074	37,965
Communications	2,525	151	1,995	4,219	114,483	129,638
Travel and transportation	57,538	-	3,019	31,914	799,595	803,475
Assistance to individuals	15,720	-	-	22,160	78,470	71,328
Insurance	1,250	202	3,153	3,730	58,890	56,388
Membership dues	8,785	26	461	2,190	28,485	27,226
Bad debt expense	-	-	-	662	70,930	101,971
Other expenses	-	-	-	89,180	93,627	12,347
Total expenses	<u>\$ 1,513,344</u>	<u>\$ 447,688</u>	<u>\$ 247,782</u>	<u>\$ 3,301,006</u>	<u>\$ 21,858,503</u>	<u>\$ 20,412,640</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

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, 2015 and 2014, 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, 2014, 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 2011.

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 September 21, 2015, the date the June 30, 2015 financial statements were available for issuance.

2. ASSETS, LIMITED USE

As of June 30, 2015 and 2014, assets, limited use consisted of the following:

	<u>2015</u>	<u>2014</u>
Donor restricted cash	\$ 253,787	\$ 253,705
Client funds held in trust	198,341	183,422
Employee benefits	<u>54,364</u>	<u>34,652</u>
Total assets, limited use	<u>\$ 506,492</u>	<u>\$ 471,779</u>

3. PROPERTY AND DEPRECIATION

As of June 30, 2015 and 2014, property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Vehicles	\$ 488,496	\$ 489,702
Equipment	<u>3,007,273</u>	<u>2,744,980</u>
Total property and equipment	3,495,769	3,234,682
Less accumulated depreciation	<u>3,037,684</u>	<u>3,033,471</u>
Property and equipment, net	<u>\$ 458,085</u>	<u>\$ 201,211</u>

Depreciation expense was \$73,591 and \$14,041 for the years ended June 30, 2015 and 2014, 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, 2015 and 2014:

	<u>2015</u>		<u>2014</u>	
	<u>Market Value</u>	<u>Cost</u>	<u>Market Value</u>	<u>Cost</u>
Investments				
Money market funds	\$ 7,336	\$ 7,336	\$ 12,227	\$ 12,227
Domestic equity funds	710,094	652,034	665,979	612,068
International equity funds	320,819	320,155	330,138	309,600
Fixed income funds	507,439	513,071	495,610	482,758
Other mutual funds	<u>41,331</u>	<u>42,030</u>	<u>44,644</u>	<u>43,058</u>
Total	<u>\$ 1,587,019</u>	<u>\$ 1,534,626</u>	<u>\$ 1,548,598</u>	<u>\$ 1,459,711</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>Components of Investment Return:</u>	<u>2015</u>	<u>2014</u>
Interest and dividends	\$ 27,342	\$ 18,386
Unrealized (losses) gains on investments	(36,595)	83,806
Realized gains on investments	<u>57,784</u>	<u>41,406</u>
	<u>\$ 48,531</u>	<u>\$ 143,598</u>

Investment management fees for the years ended June 30, 2015 and 2014 were \$10,110 and \$5,081, 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, 2015 and 2014.

The table below segregates all financial assets and liabilities as of June 30, 2015 and 2014 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>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	<u>41,331</u>	<u>-</u>	<u>-</u>	<u>41,331</u>
 Total investments at fair value	 <u>\$ 1,587,019</u>	 <u>\$ -</u>	 <u>\$ -</u>	 <u>\$ 1,587,019</u>

	<u>2014</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 12,227	\$ -	\$ -	\$ 12,227
Mutual Funds				
Domestic equity funds	665,979	-	-	665,979
International equity funds	330,138	-	-	330,138
Fixed income funds	495,610	-	-	495,610
Other funds	<u>44,644</u>	<u>-</u>	<u>-</u>	<u>44,644</u>
 Total investments at fair value	 <u>\$ 1,548,598</u>	 <u>\$ -</u>	 <u>\$ -</u>	 <u>\$ 1,548,598</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 \$279,097 and \$92,346 for the years ended June 30, 2015 and 2014, 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, 2015 and 2014. 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, 2015 and 2014, cash balances in excess of FDIC coverage aggregated \$7,395,034 and \$5,209,293, respectively.

8. CONCENTRATION OF RISK

For each of the years ended June 30, 2015 and 2014, approximately 87% of the total revenue was derived from Medicaid. 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 originally scheduled for re-designation during May 2015; however, the State has rescheduled the re-designation for Spring 2016.

Medicaid receivables comprise approximately 83% and 85% of the total accounts receivable balances at June 30, 2015 and 2014, 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 \$880,320 and \$889,364 for the years ended June 30, 2015 and 2014, respectively.

The approximate future minimum lease payments on the above leases for the year ending June 30, 2016 are \$866,895.

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, 2015, the Organization had a due to Shallow River balance in the amount of \$9,366. At June 30, 2014, the Organization had a receivable due from Shallow River in the amount of \$291,041.

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 \$728,525 for each of the years ended June 30, 2015 and 2014.

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, 2015 and 2014.

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 \$53,784 and \$327,277 for the years ended June 30, 2015 and 2014, 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>2015</u>	<u>2014</u>
Dream Team Fund	\$ 1,273	\$ 1,132
Income earned on the Memorial Fund	<u>97</u>	<u>156</u>
Total temporarily restricted net assets	<u>\$ 1,370</u>	<u>\$ 1,288</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, 2015 and 2014, the endowment was entirely composed of permanently restricted net assets.

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>

Changes in endowment net assets (at fair value) as of June 30, 2014 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	341	-	341
Withdrawals	<u>(341)</u>	<u>-</u>	<u>(341)</u>
Certificates of deposit, end of year	<u>\$ -</u>	<u>\$ 252,417</u>	<u>\$ 252,417</u>

14. RECLASSIFICATIONS

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on the previously reported change in net assets, or net assets amounts.

NORTHERN HUMAN SERVICES, INC.

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

**FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental</u>	<u>Developmental</u>	<u>Subtotals</u>	<u>General</u>	<u>2015</u>	<u>2014</u>
	<u>Health</u>	<u>Services</u>		<u>Management</u>	<u>Total</u>	<u>Total</u>
REVENUES						
Program service fees:						
Client fees	\$ 644,822	\$ 3,423	\$ 648,245	\$ -	\$ 648,245	\$ 650,723
Residential fees	39,537	131,145	170,682	-	170,682	149,637
Blue Cross	176,772	32,988	209,760	-	209,760	190,600
Medicaid	11,106,765	22,271,772	33,378,537	-	33,378,537	31,887,339
Medicare	616,788	-	616,788	-	616,788	666,284
Other insurance	157,180	47,036	204,216	-	204,216	282,854
Local educational authorities	-	187,388	187,388	-	187,388	169,596
Vocational rehabilitation	7,241	10,280	17,521	-	17,521	16,314
Other program fees	80	33,047	33,127	-	33,127	38,603
Production/service income	261,767	242,838	504,605	3,494	508,099	483,562
Public support:						
Local/county government	136,715	23,330	160,045	-	160,045	70,197
Donations/contributions	3,703	17,715	21,418	54,933	76,351	358,213
Other public support	284,399	-	284,399	-	284,399	290,687
Division of Alcohol and Drug Abuse						
Prevention/Recovery	970	-	970	-	970	149,460
Bureau of Developmental Services						
and Bureau of Behavioral Health	365,865	70,720	436,585	-	436,585	425,868
Other federal and state funding:						
HUD	129,535	-	129,535	-	129,535	132,449
Other	20,412	-	20,412	4,092	24,504	66,087
Private foundation grants	172,874	-	172,874	-	172,874	220,197
Other revenues	<u>70,587</u>	<u>51,995</u>	<u>122,582</u>	<u>118,153</u>	<u>240,735</u>	<u>391,694</u>
 Total revenues	 <u>14,196,012</u>	 <u>23,123,677</u>	 <u>37,319,689</u>	 <u>180,672</u>	 <u>37,500,361</u>	 <u>36,640,364</u>
EXPENSES						
Salaries and wages	\$ 6,383,958	\$ 7,018,948	\$ 13,402,906	\$ 2,855,110	\$ 16,258,016	\$ 15,965,425
Employee benefits	1,466,552	1,716,709	3,183,261	697,539	3,880,800	3,430,580
Payroll taxes	452,072	531,928	984,000	198,357	1,182,357	1,215,557
Client wages	168,563	224,494	393,057	-	393,057	367,361
Professional fees	164,860	10,244,001	10,408,861	250,931	10,659,792	9,653,540
Staff development and training	17,965	16,316	34,281	13,260	47,541	67,287
Occupancy costs	513,660	539,948	1,053,608	176,158	1,229,766	1,246,674
Consumable supplies	203,826	262,605	466,431	59,987	526,418	550,700
Equipment expenses	61,935	59,074	121,009	30,759	151,768	129,102
Communications	168,225	114,483	282,708	86,230	368,938	370,358
Travel and transportation	277,565	799,595	1,077,160	41,087	1,118,247	1,149,112
Assistance to individuals	10,699	78,470	89,169	3,909	93,078	88,497
Insurance	50,048	58,890	108,938	25,059	133,997	128,884
Membership dues	42,210	28,485	70,695	61,751	132,446	121,685
Bad debt expense	392,281	70,930	463,211	-	463,211	687,543
Other expenses	<u>4,116</u>	<u>93,627</u>	<u>97,743</u>	<u>21,400</u>	<u>119,143</u>	<u>26,568</u>
 Total expenses	 <u>10,378,535</u>	 <u>21,858,503</u>	 <u>32,237,038</u>	 <u>4,521,537</u>	 <u>36,758,575</u>	 <u>35,198,873</u>
 EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	 <u>\$ 3,817,477</u>	 <u>\$ 1,265,174</u>	 <u>\$ 5,082,651</u>	 <u>\$ (4,340,865)</u>	 <u>\$ 741,786</u>	 <u>\$ 1,441,491</u>

NORTHERN HUMAN SERVICES, INC.

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

**FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Non-Specialized Outpatient	State Eligible Adult Outpatient	Outpatient Contracts	Children and Adolescents	Emergency Services Non-BBH	Other Non-BBH
REVENUES						
Program service fees:						
Client fees	\$ 60,664	\$ 68,830	\$ -	\$ 24,494	\$ 27,877	\$ 1,684
Residential fees	-	-	-	-	-	-
Blue Cross	60,281	59,141	-	34,742	10,189	187
Medicaid	105,577	729,262	564,639	2,911,985	113,910	199,718
Medicare	146,722	394,414	-	-	11,657	-
Other insurance	43,250	46,196	-	44,564	8,973	989
Local educational authorities	-	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-	-
Other program fees	80	-	-	-	-	-
Production/service income	-	-	-	-	-	-
Public support:						
Local/county government	136,715	-	-	-	-	-
Donations/contributions	1,303	-	-	2,200	-	-
Other public support	38,349	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	98,305	-
Other federal and state funding:						
HUD	-	-	-	-	-	-
Other	2,400	2,317	244	3,666	357	1,969
Private foundation grants	11,782	-	-	1,092	-	160,000
Other revenues	68,060	-	-	378	-	-
Total revenues	675,183	1,300,160	564,883	3,023,121	271,268	364,547
EXPENSES						
Salaries and wages	\$ 484,279	\$ 767,787	\$ 162,083	\$ 778,395	\$ 496,148	\$ 148,820
Employee benefits	126,695	176,689	41,313	186,899	72,054	38,976
Payroll taxes	31,358	50,374	10,354	53,404	33,592	9,946
Client wages	-	-	-	-	-	-
Professional fees	14,929	15,964	3,593	34,464	7,674	4,831
Staff development and training	5,438	1,110	166	1,489	156	3,416
Occupancy costs	49,049	50,182	11,440	56,523	22,961	10,577
Consumable supplies	15,686	8,454	2,839	12,956	3,621	2,783
Equipment expenses	8,495	3,556	742	5,156	1,943	721
Communications	20,449	18,681	4,435	23,513	16,112	4,173
Travel and transportation	5,381	8,323	1,947	43,254	1,284	7,747
Assistance to individuals	3,135	-	-	1,832	-	-
Insurance	4,523	6,701	1,311	6,705	2,676	1,329
Membership dues	7,498	5,077	1,485	4,189	1,082	784
Bad debt expense	15,439	27,207	-	10,579	21,907	784
Other expenses	1,222	10	-	-	35	-
Total expenses	793,576	1,140,115	241,708	1,219,358	681,245	234,887
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ (118,393)	\$ 160,045	\$ 323,175	\$ 1,803,763	\$ (409,977)	\$ 129,660

NORTHERN HUMAN SERVICES, INC.SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2015
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	\$ 17,048	\$ -	\$ 6,359	\$ 20,784	\$ 267,738	\$ 71,165
Residential fees	-	-	-	-	-	-
Blue Cross	6,927	-	-	-	-	-
Medicaid	69,168	-	183,075	239,209	1,801,451	2,193,613
Medicare	26,809	-	-	-	888	1,212
Other insurance	5,198	-	-	-	107	164
Local educational authorities	-	-	-	-	-	-
Vocational rehabilitation	-	-	7,241	-	-	-
Other program fees	-	-	-	-	-	-
Production/service income	-	-	70,661	-	-	-
Public support:						
Local/county government	-	-	-	-	-	-
Donations/contributions	-	-	-	-	-	-
Other public support	-	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	970	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	20,561	-	-	-	-
Other federal and state funding:						
HUD	-	-	-	-	-	-
Other	570	-	228	114	5,362	-
Private foundation grants	-	-	-	-	-	-
Other revenues	-	-	-	345	10	-
Total revenues	<u>126,690</u>	<u>20,561</u>	<u>267,564</u>	<u>260,452</u>	<u>2,075,556</u>	<u>2,266,154</u>
EXPENSES						
Salaries and wages	\$ 82,108	\$ 6,793	\$ 96,446	\$ 92,974	\$ 765,945	\$ 688,918
Employee benefits	23,315	4,517	21,620	22,575	182,494	145,034
Payroll taxes	6,009	575	14,090	6,826	54,040	49,930
Client wages	-	-	86,353	-	-	-
Professional fees	1,845	325	2,004	1,413	22,868	11,484
Staff development and training	523	14	787	156	514	158
Occupancy costs	6,790	1,461	9,525	12,121	54,790	46,048
Consumable supplies	952	350	4,316	31,298	17,716	19,118
Equipment expenses	478	121	6,525	1,805	8,403	4,782
Communications	1,791	391	2,056	1,897	18,979	14,710
Travel and transportation	1,143	1,615	14,924	663	63,665	66,600
Assistance to individuals	-	-	74	60	51	1,153
Insurance	802	129	803	804	6,476	5,651
Membership dues	1,346	7,037	315	301	3,208	2,875
Bad debt expense	15,669	-	4,533	12,757	188,823	47,200
Other expenses	-	-	531	-	1,762	373
Total expenses	<u>142,771</u>	<u>23,328</u>	<u>264,902</u>	<u>185,650</u>	<u>1,389,734</u>	<u>1,104,034</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ (16,081)</u>	<u>\$ (2,767)</u>	<u>\$ 2,662</u>	<u>\$ 74,802</u>	<u>\$ 685,822</u>	<u>\$ 1,162,120</u>

NORTHERN HUMAN SERVICES, INC.
SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH
FOR THE YEAR ENDED JUNE 30, 2015
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>2014 Total</u>
REVENUES							
Program service fees:							
Client fees	\$ 13,624	\$ -	\$ 4,058	\$ 60,497	\$ -	\$ 644,822	\$ 649,585
Residential fees	19,177	-	-	20,360	-	39,537	29,530
Blue Cross	-	-	5,261	44	-	176,772	154,948
Medicaid	1,055,839	-	74,776	864,543	-	11,106,765	9,938,252
Medicare	-	-	16,179	18,907	-	616,788	666,284
Other insurance	-	-	7,739	-	-	157,180	217,692
Local educational authorities	-	-	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-	7,241	7,070
Other program fees	-	-	-	-	-	80	71
Production/service income	-	-	-	-	191,106	261,767	236,293
Public support:							
Local/county government	-	-	-	-	-	136,715	69,197
Donations/contributions	200	-	-	-	-	3,703	3,880
Other public support	-	68,650	177,400	-	-	284,399	290,687
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	970	149,460
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	246,999	-	365,865	321,272
Other federal and state funding:							
HUD	129,535	-	-	-	-	129,535	132,449
Other	683	-	2,161	341	-	20,412	41,750
Private foundation grants	-	-	-	-	-	172,874	214,086
Other revenues	1,735	-	-	26	33	70,587	63,142
Total revenues	1,220,793	68,650	287,574	1,211,717	191,139	14,196,012	13,185,648
EXPENSES							
Salaries and wages	\$ 636,951	\$ 48,868	\$ 393,626	\$ 700,157	\$ 33,660	\$ 6,383,958	\$ 6,341,322
Employee benefits	144,371	10,617	106,912	154,398	8,073	1,466,552	1,298,714
Payroll taxes	45,943	3,623	24,774	47,792	9,442	452,072	468,116
Client wages	-	-	-	210	82,000	168,563	169,401
Professional fees	3,969	894	11,063	26,559	981	164,860	171,021
Staff development and training	49	1,679	1,589	712	9	17,965	35,572
Occupancy costs	42,873	4,319	29,419	77,961	27,621	513,660	519,437
Consumable supplies	21,361	773	4,555	12,295	44,753	203,826	203,786
Equipment expenses	5,497	203	2,727	4,801	5,980	61,935	72,323
Communications	10,910	2,017	10,080	10,831	7,200	168,225	156,058
Travel and transportation	10,233	2,261	8,808	33,957	5,760	277,565	300,752
Assistance to individuals	4,295	-	65	34	-	10,699	14,576
Insurance	1,673	428	3,674	6,055	308	50,048	48,182
Membership dues	623	176	2,784	2,565	865	42,210	45,236
Bad debt expense	7,725	-	1,612	38,046	-	392,281	585,572
Other expenses	159	-	-	-	24	4,116	1,462
Total expenses	936,632	75,858	601,688	1,116,373	226,676	10,378,535	10,431,530
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 284,161	\$ (7,208)	\$ (314,114)	\$ 95,344	\$ (35,537)	\$ 3,817,477	\$ 2,754,118

NORTHERN HUMAN SERVICES, INC.

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

**FOR THE YEAR ENDED JUNE 30, 2015
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>Residential Only</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ 319	\$ 3,104	\$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	32,988	-
Medicaid	1,030,510	-	4,517,382	748,689	-
Medicare	-	-	-	-	-
Other insurance	-	-	-	47,036	-
Local educational authorities	-	187,388	-	-	-
Vocational rehabilitation	-	-	10,280	-	-
Other program fees	-	-	33,047	-	-
Production/service income	-	-	182,960	-	-
Public support:					
Local/county government	-	-	23,330	-	-
Donations/contributions	-	100	17,615	-	-
Other public support	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	7,779	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	-	313	40,892	2,773	-
Total revenues	<u>1,030,510</u>	<u>187,801</u>	<u>4,825,825</u>	<u>842,369</u>	<u>-</u>
EXPENSES					
Salaries and wages	\$ 638,279	\$ 125,866	\$ 2,777,241	\$ 327,531	\$ -
Employee benefits	163,900	25,854	717,926	65,945	-
Payroll taxes	45,351	10,485	218,138	23,367	-
Client wages	-	4,843	184,534	-	-
Professional fees	51,525	679	69,992	129,047	16,297
Staff development and training	113	3	2,130	3,965	-
Occupancy costs	48,348	5,999	230,481	5,976	-
Consumable supplies	8,196	1,629	71,100	12,123	-
Equipment expenses	3,157	441	41,220	799	-
Communications	7,210	2,945	43,623	14,205	-
Travel and transportation	21,937	16,355	489,097	82,112	-
Assistance to individuals	16	101	31,797	129	-
Insurance	5,478	942	24,612	2,412	-
Membership dues	714	1,344	10,985	322	-
Bad debt expense	-	-	7,226	50,499	-
Other expenses	-	-	3,883	109	-
Total expenses	<u>994,224</u>	<u>197,486</u>	<u>4,923,985</u>	<u>718,541</u>	<u>16,297</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 36,286</u>	<u>\$ (9,685)</u>	<u>\$ (98,160)</u>	<u>\$ 123,828</u>	<u>\$ (16,297)</u>

NORTHERN HUMAN SERVICES, INC.SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICESFOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Independent Living Services</u>	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Children's Housing</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ -	\$ -
Residential fees	-	96,089	-	24,996	-
Blue Cross	-	-	-	-	-
Medicaid	516,312	7,920,870	1,777,268	279,980	100
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	-	17,925	-	1,961	-
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	15	2,657	-	2,854	-
Total revenues	516,327	8,037,541	1,777,268	309,791	100
EXPENSES					
Salaries and wages	\$ 286,662	\$ 1,548,286	\$ -	\$ 195,246	\$ -
Employee benefits	72,577	386,139	-	53,342	-
Payroll taxes	20,700	115,016	-	13,886	-
Client wages	-	15,328	-	1,979	-
Professional fees	24,426	4,320,221	1,896,423	1,089	3,744
Staff development and training	337	4,545	-	6	-
Occupancy costs	19,073	149,582	-	44,012	-
Consumable supplies	3,681	126,919	-	7,104	-
Equipment expenses	1,328	8,331	-	621	-
Communications	3,078	32,394	-	2,138	-
Travel and transportation	17,621	73,140	-	6,862	-
Assistance to individuals	2,425	6,117	-	5	-
Insurance	2,568	12,910	-	1,633	-
Membership dues	362	3,090	-	206	-
Bad debt expense	4,965	7,578	-	-	-
Other expenses	-	455	-	-	-
Total expenses	459,803	6,810,051	1,896,423	328,129	3,744
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 56,524	\$ 1,227,490	\$ (119,155)	\$ (18,338)	\$ (3,644)

NORTHERN HUMAN SERVICES, INC.SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICESFOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Consolidated Services	Combined Day/ Residential Services	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2014 Total
REVENUES						
Program service fees:						
Client fees	\$ -	\$ -	\$ -	\$ -	\$ 3,423	\$ 1,138
Residential fees	-	-	7,860	2,200	131,145	120,107
Blue Cross	-	-	-	-	32,988	35,652
Medicaid	1,779,411	523,069	308,635	2,869,546	22,271,772	21,949,087
Medicare	-	-	-	-	-	-
Other insurance	-	-	-	-	47,036	65,162
Local educational authorities	-	-	-	-	187,388	169,596
Vocational rehabilitation	-	-	-	-	10,280	9,244
Other program fees	-	-	-	-	33,047	38,532
Production/service income	-	-	-	39,992	242,838	245,222
Public support:						
Local/county government	-	-	-	-	23,330	1,000
Donations/contributions	-	-	-	-	17,715	25,035
Other public support	-	-	-	-	-	-
Division of Alcohol and Drug Abuse Prevention/Recovery	-	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	62,941	70,720	104,596
Other federal and state funding:						
HUD	-	-	-	-	-	-
Other	-	-	-	-	-	14,603
Private foundation grants	-	-	-	-	-	-
Other revenues	67	-	390	2,034	51,995	147,971
Total revenues	<u>1,779,478</u>	<u>523,069</u>	<u>316,885</u>	<u>2,976,713</u>	<u>23,123,677</u>	<u>22,926,945</u>
EXPENSES						
Salaries and wages	\$ 502,812	\$ 30,117	\$ 41,236	\$ 545,672	\$ 7,018,948	\$ 6,792,154
Employee benefits	69,212	4,814	57,257	99,743	1,716,709	1,554,200
Payroll taxes	39,193	2,141	1,485	42,166	531,928	536,675
Client wages	-	-	-	17,810	224,494	197,960
Professional fees	813,158	407,204	125,179	2,385,017	10,244,001	9,230,934
Staff development and training	87	1	13	5,116	16,316	22,275
Occupancy costs	-	621	7,313	28,543	539,948	560,428
Consumable supplies	2,695	2,341	5,604	21,213	262,605	277,676
Equipment expenses	369	70	1,067	1,671	59,074	37,965
Communications	2,525	151	1,995	4,219	114,483	129,638
Travel and transportation	57,538	-	3,019	31,914	799,595	803,475
Assistance to individuals	15,720	-	-	22,160	78,470	71,328
Insurance	1,250	202	3,153	3,730	58,890	56,388
Membership dues	8,785	26	461	2,190	28,485	27,226
Bad debt expense	-	-	-	662	70,930	101,971
Other expenses	-	-	-	89,180	93,627	12,347
Total expenses	<u>1,513,344</u>	<u>447,688</u>	<u>247,782</u>	<u>3,301,006</u>	<u>21,858,503</u>	<u>20,412,640</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 266,134</u>	<u>\$ 75,381</u>	<u>\$ 69,103</u>	<u>\$ (324,293)</u>	<u>\$ 1,265,174</u>	<u>\$ 2,514,305</u>

Board of Directors

October 2015

PRESIDENT

Marti Faulkner

VICE PRESIDENT

Steve Michaud

SECRETARY

Madelene Costello

TREASURER

James Salmon

CEO

Eric Johnson

**Bob Fink
Marge McClellan
Jenn Pineo
Amy Mitz
Judy Houghton
Georgia Caron**

HONORARY BOARD MEMBERS

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

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 | *Corporate Compliance | *Policy Development |
| *Budget Development | *Quality Assurance | *Grant Writing |
| *Consumer Rights Protection | *Program Development | *Inter-Agency Collaboration |
| *Personnel Management | | |
-

PROFESSIONAL EXPERIENCE

Northern Human Services - Conway, NH 1984 – Present

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

Recruited initially as a Case Manager in 1984 to provide service coordination to individuals with long-term mental illness and developmental disabilities. Promoted to Team Leader/Supervisor within first year of employment. Promoted again within two years to assume region-wide responsibilities, including the supervision of Program Managers in regional offices. Appointed Area Director in 1994 for a declining operation that had experienced major staff turnover and financial losses over several years. Successfully stabilized the business and program functions and turned around financial losses. Advanced quickly to role as Associate Director of Developmental Services overseeing a budget of \$8 million. Promoted again in 1997 to Chief of Operations, which included absorbing the roles of two former full-time Associate Directors.

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 - SFY 2017

NH Department of Health and Human Services

Contractor Name:

Northern Human Services

NAME	JOB TITLE	FTEs	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Eric Johnson	CEO	1	\$141,750	50.00%	\$70,875.00
Dale Heon	CFO	1	\$94,438	50.00%	\$47,219.00
Melissa Myers	Medical Director	1	\$214,000	95.00%	\$203,300.00
			\$0	0.00%	\$0.00
			\$0	0.00%	\$0.00
			\$0	0.00%	\$0.00
TOTAL SALARIES					\$321,394.00

Subject: Mental Health Services

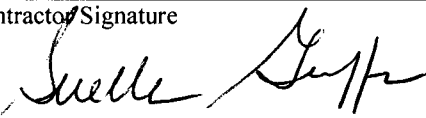
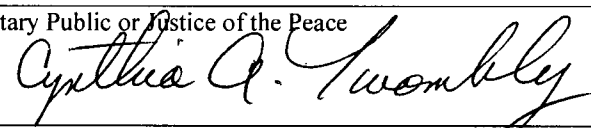
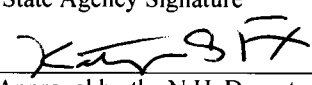
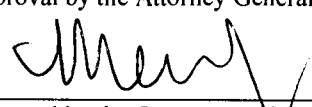
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Behavioral Health, Bureau of Mental Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name West Center Services, Inc., d/b/a West Cental 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 See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$341,741
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Suellen Griffin, President/CEO	
1.13 Acknowledgement: State of New Hampshire County of Grafton On May 31, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace CYNTHIA A. WOMBLY Notary Public - New Hampshire My Commission Expires August 14, 2018			
1.14 State Agency Signature  Date: 6/1/16		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: Megan A. Cole - Attorney 6/12/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



**Exhibit A
Scope of Work
SFY 2017**

I. SERVICES

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

II. QUALITY IMPROVEMENT

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

III. SUBSTANCE USE SCREENING

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

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

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



**Exhibit A
Scope of Work
SFY 2017**

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

- B. In the event that the Contractor does not meet either:
1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that B. 1. and/or B. 2 has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

X. REPORTING REQUIREMENTS

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

XI. REDUCTION OR SUSPENSION OF FUNDING

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

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

XIII. DATA REPORTING

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

C. General requirements for the Phoenix system are as follows:

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

XIV. **PRE-ADMISSION SCREENING AND RESIDENT REVIEW**

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



XV. EMERGENCY SERVICES

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

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS (ACT)

A. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).

B. The Contractor shall report their level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS. The Adult ACT Infrastructure Compliance Report shall be included with the invoices submitted for payment of Adult ACT Team funds as defined in Exhibit B.

C. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.

B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 18.6 percent by June 30, 2017. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2016.

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

A. The Contractor shall participate in the development of plans to transition individuals at NHH and Glencliff to the community.

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

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

XX. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

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

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

C. Activities that may be funded:

1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
2. Costs associated with developing other BBH-requested data reporting system.
3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

D. Other conditions for payment:

1. Progress Reports from the Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
2. Payments:
 - a. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment shall be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MILITARY CULTURE/AWARENESS INITIATIVE

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

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



**Exhibit A
Scope of Work
SFY 2017**

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



Exhibit A
Scope of Work
SFY 2017

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

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

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



**Exhibit A
Scope of Work
SFY 2017**

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

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 will apply funds 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.

IOD/UNH Costs	Number of Hours and Cost/Hour	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 and Implementation Teams	(4) hours/mo. X (12) months * \$150/hour	\$7,200
Travel	(12) RTs @ (124) miles @ .55	\$ 818
Total		\$9,613

EXHIBIT B
METHODS OF PAYMENT
FY 2017

- A. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- B. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:
- CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services
Program Title: Balancing Incentive Program (BIP)
FAIN #: 05-1505NHBIPP
1. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- C. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
1. 05-95-92-920010-5945-102-500731
 2. 05-95-92-920010-7851-102-500731
 3. 05-95-42-421010-2958-102-500731
 4. 05-95-49-490510-2985-102-500731
- D. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- E. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- F. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
1. Medicaid enrolled individuals:
 - a. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - b. Medicaid Fee for Service: The vendor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 2. Other insurance/payors:
 - a. The vendor shall directly bill the other insurance or payors.
- G. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

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

H. Other Contract Programs:

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

Program To Be Funded	Amount
Div. for Children Youth and Families (DCYF) Consultation	1,770
Assertive Community Treatment Team (ACT)	225,000
Emergency Services	87,878
Behavioral Health Services Information System (BHSIS)	5,000
Military Culture/Awareness Initiative	12,480
Rehabilitation for Empowerment, Natural Supports, Education, and Work (RENEW)	9,613
Total	\$341,741

2. Payment for each contracted service in the above table shall be made on cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - a. The Contractor shall provide individual program budgets within ten (10) days from the effective date of the contract for Department approval.
 - b. The Contractor shall provide invoices on Department supplied forms.
 - c. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the Department approved individual program budgets.
 - d. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
 - e. 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.
3. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

4. Emergency Services: The Department shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section XV, Emergency Services.

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



SPECIAL PROVISIONS

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

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

Handwritten initials, possibly "SJ", written in black ink.



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



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

- 10.8.** The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3.** Add the following regarding "Contractor Name" to Paragraph 1.:

 - 1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for-profit.
- 4.** Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.:

 - 6.4.** The Contractor shall comply with Title II of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5.** Add the following regarding "Personnel" to Paragraph 7.:

 - 7.4.** Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5.** No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

 - 7.5.1.** Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
 - 7.5.2.** Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
 - 7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- 6.** Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:

 - 8.1.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of



Default"):

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

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

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



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

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

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

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

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

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

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

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

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

9.5.1. The Contractor shall submit the following fiscal reports:

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

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

Handwritten initials in black ink, appearing to be 'SS'.



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



ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

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



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

13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.
14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue;
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A.; and
 - 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a



- grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
- 22.4.** The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.
- 22.5.** Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6.** In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
- 22.6.1.** The identity of the party to whom the property is to be sold or otherwise transferred;
- 22.6.2.** The consideration, if any, to be paid;
- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

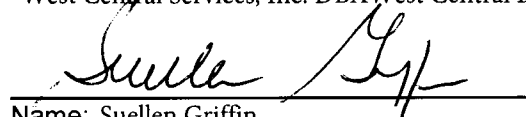


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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

May 31, 2016

Date



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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

May 31, 2016

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 (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

May 31, 2016
Date

Contractor Initials

Date 5-31-16



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Handwritten signature of the contractor representative.

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

May 31, 2016
Date

Exhibit G

Contractor Initials SG

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

May 31, 2016
Date

Contractor Initials SG

Date 5-31-16



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.

Handwritten initials, possibly 'SY', written in black ink.



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

Handwritten initials, possibly 'JS', written in black ink.



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) 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

6/1/16
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

May 31, 2016
Date



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

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

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

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

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

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

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

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

Name: Suellen Griffin
Title: President/CEO

May 31, 2016
Date

Contractor Initials SG



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?

NO YES

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

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

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

NO YES

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

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

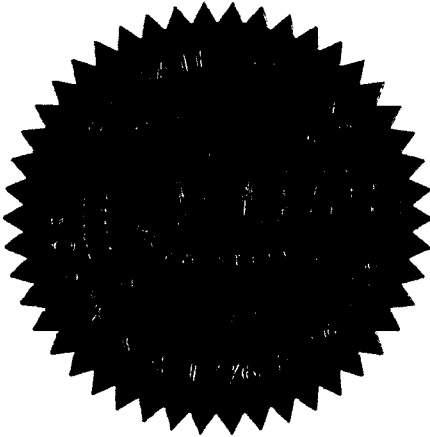
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

State of New Hampshire Department of 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 formed June 6, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

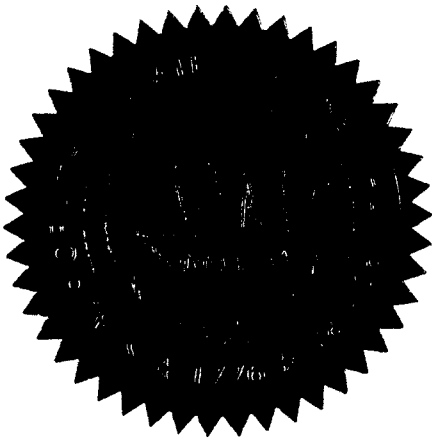
A handwritten signature in cursive script, appearing to read "William M. Gardner".

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 on February 5, 2001 and that West Central Services, Inc. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Katherine Milligan, do hereby certify that:

1. I am the duly elected Chairman, Board of Directors of West Central Services, Inc.
DBA West Central Behavioral Health
2. The following are true copies of two resolutions duly adopted by meeting of the Board of Directors of the Corporation duly held on February 22, 2016.

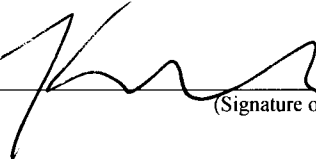
RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

To Provide: Mental Health Services.

RESOLVED: That the President/CEO, Suellen Griffin hereby is 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **May 31, 2016.**
4. **Suellen Griffin** is duly elected **President/CEO** of the Corporation.

(Seal)
(Corporation)

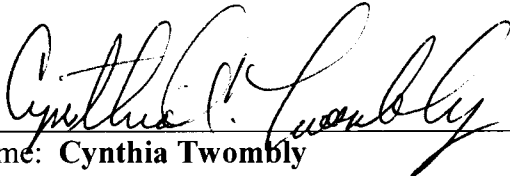

(Signature of Board Member)

State of **New Hampshire**

County of **Grafton**

The foregoing instrument was acknowledged before me this **31st** day of **May, 2016**

by **Katherine Milligan.**


Name: **Cynthia Twombly**
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: **August 14, 2018**

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2016

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 Hays Companies 133 Federal Street, 2nd Floor Boston MA 02110	CONTACT NAME: John Foley PHONE (A/C, No, Ext): (617) 723-7775 E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED West Central Services, Inc. d/b/a West Central Behavioral Health 9 Hanover Street, STE 2 Lebanon NH 03766	INSURER A New Hampshire Employers Ins Co 13083	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:**16-17 WC **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"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED 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	ECC60040000242016	6/1/2016	6/1/2017	<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

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

CERTIFICATE HOLDER**CANCELLATION**

NH DHHS
 129 Pleasant Street
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

James Hays/FTHOMA

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2016

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 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 West Central Services, Inc. d/b/a West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon, NH 03766		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: LEXINGTON INS CO</td> <td>19437</td> </tr> <tr> <td>INSURER B:</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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LEXINGTON INS CO	19437	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: LEXINGTON INS CO	19437																
INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER: 46522100** **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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		6795757	10/01/15	10/01/16	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	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) \$ \$
A	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$		6795756	10/01/15	10/01/16	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	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				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	HEALTHCARE PROFESSIONAL LIABILITY (CLAIMS MADE)		6795757	10/01/15	10/01/16	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. Any alteration to this certificate or its attachment by anyone other than Integro will make this certificate null and void.

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 
---	---

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, 2015

West Central Services, Inc.
d/b/a West Central Behavioral Health
TABLE OF CONTENTS
June 30, 2015

	Page
INDEPENDENT AUDITOR'S REPORT	
FINANCIAL STATEMENTS	
Statements of Financial Position	1
Statements of Activities and Changes in Net Assets	2
Statements of Cash Flows	3
Notes to Financial Statements	4
SUPPLEMENTARY INFORMATION	
Analysis of Accounts Receivable	15
Analysis of BBH Revenues and Receivables	16
Statements of Functional Revenues	17
Statements of Functional Expenses	18



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, 2015 and 2014, and the related statement of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

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 audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the 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 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 West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2015 and 2014, 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.

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

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 15 through 18 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.

Kittell Branagan & Sargent

St. Albans, Vermont
October 21, 2015

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

ASSETS

	<u>2015</u>	<u>2014</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 709,922	\$ 386,467
Investments	364,527	347,336
Restricted cash	99,462	43,287
Accounts receivable - trade, net	432,365	892,265
Accounts receivable - other	151,549	164,554
Current portion of notes receivable	-	961
Due from affiliates	268	1,486
Prepaid expenses	88,054	97,977
TOTAL CURRENT ASSETS	<u>1,846,147</u>	<u>1,934,333</u>
 PROPERTY AND EQUIPMENT, net	 <u>647,058</u>	 <u>776,026</u>
 INVESTMENTS	 <u>85,408</u>	 <u>79,633</u>
 OTHER ASSETS		
Deposits	<u>25,842</u>	<u>30,402</u>
 TOTAL ASSETS	 <u>\$ 2,604,455</u>	 <u>\$ 2,820,394</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Line of credit	\$ -	\$ 722,275
Accounts payable	157,834	129,328
Accrued payroll and related expenses	28,065	26,105
Deferred revenue	133,276	108,388
Deposits and other current liabilities	19,872	5,357
Current portion of long-term debt payable	127,317	124,000
Current portion of capital lease obligations	2,804	5,698
TOTAL CURRENT LIABILITIES	<u>469,168</u>	<u>1,121,151</u>
 CAPITAL LEASE OBLIGATIONS, less current portion above	 723	 6,946
 LONG-TERM DEBT, less current portion above	 <u>762,030</u>	 <u>634,500</u>
 TOTAL LIABILITIES	 <u>1,231,921</u>	 <u>1,762,597</u>
 NET ASSETS		
Temporarily restricted	12,000	16,000
Unrestricted	<u>1,360,534</u>	<u>1,041,797</u>
TOTAL NET ASSETS	<u>1,372,534</u>	<u>1,057,797</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$ 2,604,455</u>	 <u>\$ 2,820,394</u>

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,

	2015			2014
	Unrestricted Funds	Temporarily Restricted Funds	All Funds	
PUBLIC SUPPORT AND REVENUES				
Public support:				
Federal	\$ 117,502	\$ -	\$ 117,502	\$ 173,527
State of New Hampshire Bureau of Behavioral Health	312,880	-	312,880	251,827
Contracted services and other public support	438,023	-	438,023	420,917
In-Kind support	45,925	-	45,925	45,576
Total public support	<u>914,330</u>	<u>-</u>	<u>914,330</u>	<u>891,847</u>
Revenues:				
Program service fees	8,493,240	-	8,493,240	8,256,609
Rental income	143,250	-	143,250	146,564
Other revenue	649,010	-	649,010	674,656
Net assets released from restriction	4,000	(4,000)	-	-
Total revenues	<u>9,289,500</u>	<u>(4,000)</u>	<u>9,285,500</u>	<u>9,077,829</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>10,203,830</u>	<u>(4,000)</u>	<u>10,199,830</u>	<u>9,969,676</u>
EXPENSES				
State of New Hampshire Bureau of Behavioral Health funded program services:				
Adult Maintenance	3,678,265	-	3,678,265	3,688,379
Adult Vocational	182,713	-	182,713	198,983
Children	3,179,388	-	3,179,388	3,095,846
ACT Team	334,028	-	334,028	305,494
Emergency services	501,531	-	501,531	481,551
Housing services	1,017,328	-	1,017,328	982,816
Non-eligibles	464,838	-	464,838	409,656
Other Non-BBH funded program services	545,512	-	545,512	567,307
TOTAL EXPENSES	<u>9,903,603</u>	<u>-</u>	<u>9,903,603</u>	<u>9,730,032</u>
CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES	300,227	(4,000)	296,227	239,644
OTHER INCOME				
Investment Income	18,510	-	18,510	48,857
INCREASE IN NET ASSETS	318,737	(4,000)	314,737	288,501
NET ASSETS, beginning of year	<u>1,041,797</u>	<u>16,000</u>	<u>1,057,797</u>	<u>769,296</u>
NET ASSETS, end of year	<u>\$ 1,360,534</u>	<u>\$ 12,000</u>	<u>\$ 1,372,534</u>	<u>\$ 1,057,797</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>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 314,737	\$ 288,501
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	86,594	90,187
Unrealized gain on investment in partnership	(5,775)	(4,287)
Loss on disposal of assets	44,331	29,586
(Increase) decrease in the following assets:		
Accounts receivable - trade	459,900	(60,642)
Accounts receivable - other	13,005	92,186
Due from affiliates	1,218	369
Prepaid expenses	9,923	(26,692)
Restricted Cash	(56,175)	(43,287)
Security Deposits	4,560	14,901
Increase (decrease) in the following liabilities:		
Accounts payable	28,506	(132,681)
Accrued payroll and related expenses	1,960	(7,324)
Deferred revenue	24,888	46,145
Deposits and other current liabilities	14,515	445
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>942,187</u>	<u>287,407</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(86,940)	(43,909)
Proceeds from sale of assets	84,983	-
Payments received on notes receivable	961	2,882
Investment activity, net	(17,191)	(48,501)
NET CASH (USED) IN INVESTING ACTIVITIES	<u>(18,187)</u>	<u>(89,528)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds on line of credit	5,626,453	6,718,594
Repayment on line of credit	(6,348,728)	(6,633,834)
Proceeds from issuance of debt	270,000	-
Repayment of notes payable	(139,153)	(124,000)
Payments on capital lease obligations	(9,117)	(10,364)
NET CASH (USED) IN FINANCING ACTIVITIES	<u>(600,545)</u>	<u>(49,604)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	323,455	148,275
CASH AND CASH EQUIVALENTS, Beginning of year	<u>386,467</u>	<u>238,192</u>
CASH AND CASH EQUIVALENTS, End of year	<u>\$ 709,922</u>	<u>\$ 386,467</u>
SUPPLEMENTAL DISCLOSURE		
Cash paid during the year for interest	<u>\$ 17,656</u>	<u>\$ 27,761</u>
Assets acquired through issuance of long-term debt	<u>\$ -</u>	<u>\$ 35,000</u>

See Notes to Accompanying Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

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, 2015

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 2015, the Center increased its estimated percentage in the allowance for doubtful accounts from 31% to 40% of the total patient receivables. The allowance for doubtful accounts decreased to \$293,345 as of June 30, 2015 from \$405,294 as of June 30, 2014.

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, 2015 totaled \$8,493,240, of which \$8,172,706 was revenue from third-party payers and \$320,534 was revenue from self-pay clients.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

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, 2015 and 2014 was \$19,445 and \$14,527, 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.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS (continued)

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, 2015. 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.

NOTE 3 ACCOUNTS RECEIVABLE

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

	<u>2015</u>	<u>2014</u>
ACCOUNTS RECEIVABLE - TRADE		
Medicaid receivable	\$ 457,494	\$ 817,902
Due from clients	127,876	329,046
Receivable from insurance companies	89,642	92,207
Medicare receivable	<u>50,698</u>	<u>58,404</u>
	725,710	1,297,559
Allowance for doubtful accounts and estimated contractual allowances	<u>(293,345)</u>	<u>(405,294)</u>
 TOTAL ACCOUNTS RECEIVABLE - TRADE	 <u>\$ 432,365</u>	 <u>\$ 892,265</u>

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

	<u>2015</u>	<u>2014</u>
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	\$ 140,128	\$ 137,621
Rents	(4,201)	(4,572)
United Way	3,749	3,750
Mary Hitchcock Memorial Hospital	-	5,000
Cities & Towns	7,500	-
Bureau of Behavioral Health	-	11,797
Behavioral Information Systems	-	9,250
Other	<u>4,373</u>	<u>1,708</u>
 TOTAL ACCOUNTS RECEIVABLE - OTHER	 <u>\$ 151,549</u>	 <u>\$ 164,554</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 4 PROPERTY AND EQUIPMENT

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

	<u>2015</u>	<u>2014</u>
Land	\$ 20,695	\$ 43,372
Building and improvements	776,874	950,040
Furniture, fixtures and equipment	415,864	491,219
Vehicles	21,375	21,375
Asset held for sale	<u>-</u>	<u>322,696</u>
	1,234,808	1,828,702
Accumulated depreciation	<u>(587,750)</u>	<u>(1,052,676)</u>
Net book value	<u>\$ 647,058</u>	<u>\$ 776,026</u>

Depreciation expense for the years ended June 30, 2015 and 2014 was \$86,594 and \$90,187, 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,:

<u>2015</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	<u>\$ 309,190</u>	<u>\$ 55,337</u>	<u>\$ 364,527</u>
<u>2014</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Equity Funds	<u>\$ 302,593</u>	<u>\$ 44,743</u>	<u>\$ 347,336</u>

Investment income consisted of the following at June 30,:

	<u>2015</u>	<u>2014</u>
Interest and dividends	\$ 7,916	\$ 6,229
Unrealized gains	<u>10,594</u>	<u>42,628</u>
	<u>\$ 18,510</u>	<u>\$ 48,857</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 5 INVESTMENTS (continued)

Other Investments consisted of the following at June 30:

	<u>2015</u>	<u>2014</u>
Investments in Behavioral Information Systems, LLC	<u>\$ 85,408</u>	<u>\$ 79,633</u>

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, 2015 and 2014 was \$5,775 and \$4,287, respectively.

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, 2015. 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.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 7 DEFERRED REVENUE

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

	<u>2015</u>	<u>2014</u>
Paddle Power Advanced Payments	\$ 15,948	\$ 24,078
Sullivan County Child Program	-	2,200
Capital Expenditures	-	15,000
Operational Funding	65,000	55,000
Bureau of Behavioral Health	9,618	9,618
Mental Health First Aid Training	15,000	-
Common Ground Grant	20,000	-
Lebanon Child Program Grant	7,500	-
Other contracts	210	2,492
	<u>\$ 133,276</u>	<u>\$ 108,388</u>

NOTE 8 LONG-TERM DEBT

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

	<u>2015</u>	<u>2014</u>
Dartmouth College note payable, 0% interest, principal only payment of \$9,917 made monthly, due December 2015	\$ 59,500	\$ 178,500
Rivermill Housing leasehold note payable, 0% interest, principal only payment of \$5,000 made annually, due July 2019	20,000	30,000
Mascoma Term Loan, 5.25% interest, principal and interest payments of \$6,250 made monthly, due April 2019	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>
	889,347	758,500
Less: Current portion	<u>(127,317)</u>	<u>(124,000)</u>
	<u>\$ 762,030</u>	<u>\$ 634,500</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 8 LONG-TERM DEBT (continued)

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

June 30,	
2016	\$ 127,317
2017	71,232
2018	74,794
2019	66,004
2020	-
Thereafter	550,000
Total	\$ 889,347

Interest expense was \$17,656 and \$27,761 for the years ended June 30, 2015 and 2014, respectively.

NOTE 9 LINE OF CREDIT

As of June 30, 2015 and 2014, the Center had available a line of credit with maximum amounts available of \$500,000 and \$1,000,000, respectively, 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, 2015 and 2014, the outstanding balance was \$0 and \$722,275, respectively. The effective interest rate at June 30, 2015 and 2014 was 4.25%. The line of credit expires in March 2016.

NOTE 10 CAPITAL LEASE OBLIGATIONS

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

	2015	2014
Current obligations under capital lease	\$ 2,804	\$ 5,698
Obligations under capital lease, less current portion	723	6,946
	\$ 3,527	\$ 12,644

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 10 CAPITAL LEASE OBLIGATIONS (continued)

Remaining future minimum lease payments under capital leases for fiscal years ending subsequent to June 30, 2015 are as follows:

June 30,	
2016	\$ 2,917
2017	729
Total minimum lease payments	3,646
Less: Amount representing interest	(119)
	\$ 3,527

Following is a summary of property held under capital lease:

	2015	2014
Copiers and phone equipment	\$ 54,334	\$ 54,334
Less: Accumulated depreciation	(50,689)	(44,460)
	\$ 3,645	\$ 9,874

Depreciation on assets under capital leases charged to expense was \$6,229 and \$10,867 in 2015 and 2014, 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 2015 and 2014, the Center paid BIS \$10,924 and \$5,042, respectively, for services rendered. At June 30, 2015 and 2014, the Center owed BIS \$3,713 and \$750, 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, 2015 and 2014, BIS owed the Center \$268 and \$9,250, respectively, for advances that had not been repaid. During the year ended June 30, 2015, 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, 2015

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 2015 and 2014, the LLC provided administrative services to the Geisel School of Medicine at Dartmouth for which it generated gross revenue of \$19,298 and \$20,242, respectively. As of June 30, 2015 and 2014 the Center was owed from the LLC \$0 and \$50, respectively.

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, 2015 and 2014, the Center paid \$389,737 and \$439,510, respectively. At June 30, 2015 and 2014, the Center owed Geisel \$0 and \$32,696, respectively. The Center also re-characterized amounts owed for services provided into a long term note payable during fiscal year 2013. At June 30, 2015, the balance owed on this note payable is \$59,500.

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, 2015 and 2014, 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, 2015 is as follows:

	<u>2015</u>	<u>2014</u>
Due from clients	18 %	25 %
Insurance companies	12	7
Medicaid	63	63
Medicare	<u>7</u>	<u>5</u>
	<u>100 %</u>	<u>100 %</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

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, 2015 for each of the next five years and in the aggregate are:

<u>June 30,</u>	
2016	\$ 659,454
2017	632,896
2018	560,405
2019	434,930
2020	161,453
Thereafter	<u>172,966</u>
	<u>\$ 2,622,104</u>

Total rent expense for the years ended June 30, 2015 and 2014, including rent expense for leases with the remaining term of one year or less, was \$646,278 and \$652,616, respectively.

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through October 21, 2015, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2015, 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, 2015

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 329,046	\$ 1,140,530	\$ (819,996)	\$ 521,704	\$ 127,876
OTHER INSURANCE	92,207	678,443	(48,699)	632,309	89,642
MEDICAID	817,902	8,056,484	(908,536)	7,508,356	457,494
MEDICARE	<u>58,404</u>	<u>442,125</u>	<u>(47,111)</u>	<u>402,720</u>	<u>50,698</u>
TOTAL	<u>\$ 1,297,559</u>	<u>\$ 10,317,582</u>	<u>\$ (1,824,342)</u>	<u>\$ 9,065,089</u>	<u>\$ 725,710</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, 2015

	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, 2015	<u>\$ 2,179</u>	<u>\$ 312,880</u>	<u>\$ (315,059)</u>	<u>\$ -</u>

Analysis of Receipts Date of Receipt Deposit Date	<u>Amount</u>
08/28/14	\$ 87,401
09/29/14	8,753
10/29/14	7,002
11/10/14	10,889
11/21/14	32,150
12/05/14	22,066
12/22/14	10,107
01/07/15	7,323
01/12/15	25,045
01/27/15	7,323
02/27/15	53,323
03/25/15	38,326
04/06/15	9,049
04/17/15	32,204
05/08/15	7,326
05/26/15	29,227
06/01/15	7,323
06/22/15	15,755
06/30/15	21,969
Less: Federal Monies	<u>(117,502)</u>
	<u>\$ 315,059</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2015
Comparative Totals for 2014

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational
Program Services Fees:					
Net client fees	\$ 320,534	\$ -	320,534	\$ 169,015	\$ 1,785
Medicaid	7,147,948	-	7,147,948	2,454,904	93,147
Medicare	395,014	-	395,014	336,884	8
Other insurance	629,744	-	629,744	104,477	177
Public Support - Other:					
United Way	15,606	-	15,606	15,606	-
Local/County Government	141,208	57,624	83,584	15,702	669
Donations/Contributions	255,676	255,676	-	-	-
In-Kind Support	45,925	45,925	-	-	-
Other Public Support	25,533	-	25,533	-	-
Federal Funding:					
Other Federal Grants	117,502	-	117,502	117,502	-
BBH:					
Community Mental Health	312,880	-	312,880	-	-
Rental Income	143,250	-	143,250	-	-
Interest Income	18,510	18,510	-	-	-
Other Revenues	649,010	(37,383)	686,393	6,072	13
	<u>10,218,340</u>	<u>340,352</u>	<u>9,877,988</u>	<u>3,220,162</u>	<u>95,799</u>
Administrative Allocation	-	(340,352)	340,352	112,392	3,410
TOTAL PUBLIC SUPPORT AND REVENUES	<u>\$ 10,218,340</u>	<u>\$ -</u>	<u>\$ 10,218,340</u>	<u>\$ 3,332,554</u>	<u>\$ 99,209</u>

<u>Children</u>	<u>ACT Team</u>	<u>Emergency</u>	<u>Housing</u>	<u>Non-Eligibles</u>	<u>Non-BBH</u>	<u>2014</u>
\$ 87,370	\$ 10,816	\$ 9,838	\$ 6,203	\$ 36,988	\$ (1,481)	\$ 324,174
3,380,325	124,231	88,733	917,173	63,815	25,620	6,874,076
1,631	5,290	(6,391)	3,223	51,614	2,755	386,865
393,469	1,335	19,491	722	109,010	1,063	671,494
-	-	-	-	-	-	15,000
9,700	12,341	1,338	2,341	39,152	2,341	46,000
-	-	-	-	-	-	296,300
-	-	-	-	-	-	45,576
25,533	-	-	-	-	-	63,617
-	-	-	-	-	-	173,527
-	225,000	87,880	-	-	-	251,827
-	-	-	143,250	-	-	146,564
-	-	-	-	-	-	48,857
5,742	(660)	28,930	942	(2,661)	648,014	674,656
3,903,770	378,353	229,819	1,073,854	297,918	678,312	10,018,533
139,813	5,186	7,302	38,416	9,568	24,265	-
<u>\$ 4,043,583</u>	<u>\$ 383,539</u>	<u>\$ 237,121</u>	<u>\$ 1,112,270</u>	<u>\$ 307,486</u>	<u>\$ 702,577</u>	<u>\$ 10,018,533</u>

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2015
Comparative Totals for 2014

	<u>Total Agency</u>	<u>Total Admin.</u>	<u>Total Programs</u>	<u>Adult Maintenance</u>	<u>Adult Vocational</u>
Personnel Costs:					
Salary & Wages	\$ 6,411,512	\$ 549,771	\$ 5,861,741	\$ 2,189,877	\$ 103,369
Employee Benefits	853,365	50,605	802,760	333,496	21,714
Payroll Taxes	418,601	27,307	391,294	147,461	7,062
Recruiting	12,000	-	12,000	4,200	240
Professional Fees:					
Professional Fees	227,411	39,859	187,552	57,138	3,051
Staff Devel. & Training:					
Staff Development	32,510	5,249	27,261	12,222	274
Occupancy Costs:					
Rent	646,278	17,587	628,691	218,599	12,455
Other Utilities	99,021	220	98,801	17,935	798
Maintenance & Repairs	99,360	1,089	98,271	22,862	2,051
Taxes	44,760	-	44,760	4,242	242
Other Occupancy Costs	155,158	-	155,158	65,440	710
Consumable Supplies:					
Office/Building/Household	88,626	4,238	84,388	28,332	1,511
Food	45,941	1,134	44,807	5,274	271
Education/Training	198	-	198	69	4
Medical	1,662	-	1,662	533	19
Equipment Rental	67,315	958	66,357	23,943	1,593
Depreciation	86,594	3,528	83,066	20,837	1,854
Advertising	-	-	-	-	-
Printing	19,445	-	19,445	6,806	389
Telephone/Communications	61,773	8,232	53,541	15,259	833
Postage/Shipping	13,766	661	13,105	4,773	319
Transportation:					
Staff /Clients	120,048	9,281	110,767	41,749	2,054
Insurance:					
General/Liability	93,761	1,224	92,537	30,098	1,720
Interest Expense	22,329	-	22,329	7,629	402
Other Expenditures	282,169	53,608	228,561	107,571	1,954
	<u>9,903,603</u>	<u>774,551</u>	<u>9,129,052</u>	<u>3,366,345</u>	<u>164,889</u>
Administrative Allocation	-	(774,551)	774,551	311,920	17,824
 TOTAL PROGRAM EXPENSES	 <u>\$ 9,903,603</u>	 <u>\$ -</u>	 <u>\$ 9,903,603</u>	 <u>\$ 3,678,265</u>	 <u>\$ 182,713</u>

<u>Children</u>	<u>ACT Team</u>	<u>Emergency</u>	<u>Housing</u>	<u>Non-Eligibles</u>	<u>Other Non-BBH</u>	<u>2014</u>
\$ 1,911,980	\$ 171,338	\$ 335,447	\$ 519,360	\$ 266,871	\$ 363,499	\$ 6,209,774
289,417	22,444	21,328	54,536	17,864	41,961	868,579
124,383	12,169	22,784	37,737	14,451	25,247	461,466
4,080	600	600	960	600	720	-
82,437	7,682	7,617	12,792	7,685	9,150	265,735
6,786	1,316	1,332	1,813	933	2,585	28,518
212,363	32,563	16,888	82,221	50,436	3,166	652,616
19,066	2,095	1,015	52,873	4,979	40	95,473
31,475	5,376	2,651	30,716	2,933	207	87,382
4,121	606	606	33,610	606	727	44,743
53,790	1,783	1,679	5,566	24,289	1,901	146,115
26,211	3,931	2,999	13,027	5,163	3,214	74,814
9,412	684	199	28,192	199	576	37,418
67	10	10	16	10	12	370
492	62	48	401	50	57	6,072
22,416	4,072	3,097	5,079	3,504	2,653	66,657
25,731	1,727	2,055	27,063	1,727	2,072	90,187
-	-	-	-	-	-	5,647
6,611	972	972	1,556	972	1,167	8,880
19,008	1,960	7,367	5,937	2,759	418	62,000
4,572	814	620	780	694	533	16,335
40,564	7,076	5,227	6,202	1,037	6,858	135,603
29,238	4,300	4,300	13,421	4,300	5,160	88,563
8,002	1,001	1,047	1,742	1,200	1,306	29,935
60,803	4,888	17,084	10,433	7,017	18,811	247,150
2,993,025	289,469	456,972	946,033	420,279	492,040	9,730,032
186,363	44,559	44,559	71,295	44,559	53,472	-
<u>\$ 3,179,388</u>	<u>\$ 334,028</u>	<u>\$ 501,531</u>	<u>\$ 1,017,328</u>	<u>\$ 464,838</u>	<u>\$ 545,512</u>	<u>\$ 9,730,032</u>

West Central Behavioral Health

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

BOARD OF DIRECTORS FY16

FEBRUARY 21, 2016

CHAIR

Katherine Milligan, MBA, Ph.D.

Election: 06-25-07

Term #: 3

Expiration: 06-30-16

VICE CHAIR

Patricia R. Warren, M.Ed.

Election: 08-31-09

Term #: 3

Expiration: 06-30-18

SECRETARY/TREASURER

Professor Phillip Stocken

Election: 09-26-11

Term #: 2

Expiration: 09-25-17

Gert Assmus, Ph.D.

Election: 09-09-10

Term #: 2

Expiration: 09-08-16

Clinton Bean

Election: 08-25-14

Term #: 1

Expiration: 08-24-17

Pete Bleyler

Election: 06-23-14

Term #: 1

Expiration: 06-22-17

Terri Crate

Bayle Drubel, Esq.

Election: 06-18-12

Term #: 2

Expiration: 06-17-18

Kristina E. Fjeld-Sparks, MPH

Election: 12-20-10

Term #: 2

Expiration: 12-19-16

Anne Page

Election: 02-23-15

Term #: 1

Expiration: 04-01-18

Lawrence Schissel, MD

Election: 06-24-13

Term #: 1

Expiration: 06-30-16

Carla M. Skinder, RN, BSN, MPH

Election: 09-09-10

Term #: 2

Expiration: 09-08-16

Joshua Fuhrmann, Tuck Board Fellow

Election: 09-1-15

Term #: 1

Expiration: 06-30-16

Hilary Modjeska, Tuck Board Fellow

Election: 09-01-15

Term #: 1

Expiration: 06-30-16

EX-OFFICIO

Alan I. Green, MD

Suellen Griffin, MSN, President/CEO

Diane Roston, MD, Medical Director

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 Director- Patient Care Services Manhattan

11/99-9/00

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 - SFY 2017

NH Department of Health and Human Services

Contractor Name:

West Central Services, Inc., dba West Behavioral Health

NAME	JOB TITLE	FTEs	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Suellen Griffin	Chief Executive Officer	1	\$178,237	39.00%	\$69,512.43
Terri Steingrebe	Chief Financial Officer	1	\$97,000	39.00%	\$37,830.00
Diane Roston	Medical Director	0.7	\$119,275	39.00%	\$46,517.25
Cynthia Twombly	Vice President of Operations	1	\$90,000	39.00%	\$35,100.00
			\$0	0.00%	\$0.00
			\$0	0.00%	\$0.00
TOTAL SALARIES					\$188,959.68

Subject: Mental Health Services

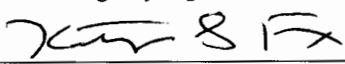
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Behavioral Health, Bureau of Mental Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Lakes Region Mental Health Center, Inc., d/b/a 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 See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$347,365
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Margaret M. Pritchard Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Belknap</u> On <u>May 24 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> DAWN H LACROIX Notary Public, State of New Hampshire My Commission Expires March 28, 2017 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Dawn H. Lacroix, Notary</u>			
1.14 State Agency Signature  Date: <u>5/27/16</u>		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Attorney On: <u>6/12/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



**Exhibit A
Scope of Work
SFY 2017**

I. SERVICES

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

II. QUALITY IMPROVEMENT

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



**Exhibit A
Scope of Work
SFY 2017**

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

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

III. SUBSTANCE USE SCREENING

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

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



- F. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.

V. COORDINATION WITH PRIMARY CARE PROVIDER

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

VI. TRANSITION OF CARE

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

VII. APPLICATION FOR OTHER SERVICES

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

VIII. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

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

IX. MAINTENANCE OF FISCAL INTEGRITY

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



Exhibit A
Scope of Work
SFY 2017

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

B. In the event that the Contractor does not meet either:

1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that B. 1. and/or B. 2 has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information



Exhibit A
Scope of Work
SFY 2017

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

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

X. REPORTING REQUIREMENTS

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

XI. REDUCTION OR SUSPENSION OF FUNDING

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



Exhibit A
Scope of Work
SFY 2017

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

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

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

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

XIII. DATA REPORTING

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



**Exhibit A
Scope of Work
SFY 2017**

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

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

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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



**Exhibit A
Scope of Work
SFY 2017**

XV. EMERGENCY SERVICES

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

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS (ACT)

A. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).

B. The Contractor shall report their level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS. The Adult ACT Infrastructure Compliance Report shall be included with the invoices submitted for payment of Adult ACT Team funds as defined in Exhibit B.

C. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.

B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 18.6 percent by June 30, 2017. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2016.

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

A. The Contractor shall participate in the development of plans to transition individuals at NHH and Glencliff to the community.

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



Exhibit A
Scope of Work
SFY 2017

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

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

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

XX. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

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

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

C. Activities that may be funded:

1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
2. Costs associated with developing other BBH-requested data reporting system.
3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

D. Other conditions for payment:

1. Progress Reports from the Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
2. Payments:
 - a. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment shall be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MILITARY CULTURE/AWARENESS INITIATIVE

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

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



Exhibit A
Scope of Work
SFY 2017

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



**Exhibit A
Scope of Work
SFY 2017**

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

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

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



5. Participate in NHCarePath outreach, education and awareness activities.

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

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

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

XXIV. REFUGEE INTERPRETER SERVICES

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.

Contractor Initials: *mf*
 Date: 5/24/16

EXHIBIT B
METHODS OF PAYMENT
FY 2017

- A.** The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- B.** Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:
- CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services
Program Title: Balancing Incentive Program (BIP)
FAIN #: 05-1505NHBIPP
1. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- C.** The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
1. 05-95-92-920010-5945-102-500731
 2. 05-95-92-920010-7851-102-500731
 3. 05-95-42-421010-2958-102-500731
 4. 05-95-49-490510-2985-102-500731
- D.** Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- E.** DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- F.** Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
1. Medicaid enrolled individuals:
 - a. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - b. Medicaid Fee for Service: The vendor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 2. Other insurance/payors:
 - a. The vendor shall directly bill the other insurance or payors.
- G.** For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

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

H. Other Contract Programs:

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

Program To Be Funded	Amount
Div. for Children Youth and Families (DCYF) Consultation	1,770
Assertive Community Treatment Team (ACT)	225,000
Emergency Services	94,170
Behavioral Health Services Information System (BHSIS)	5,000
Military Culture/Awareness Initiative	12,480
Refugee Interpreter Services	5,000
Rehabilitation for Empowerment, Natural Supports, Education, and Work (RENEW)	3,945
Total	\$347,365

- Payment for each contracted service in the above table shall be made on cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - The Contractor shall provide individual program budgets within ten (10) days from the effective date of the contract for Departments approval.
 - The Contractor shall provide invoices on Department supplied forms.
 - The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the Department approved individual program budgets.
 - Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
 - 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

- Emergency Services: The Department shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section XV, Emergency Services.

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



SPECIAL PROVISIONS

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

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



- 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.

WAP
5/24/16



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4. of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT**

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



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

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



Default");

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

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

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



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

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

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

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

8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:
- 8.3. Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.
9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:
- 9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.
- 9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.
- 9.5.1. The Contractor shall submit the following fiscal reports:
- 9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.
- 9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.

mp
5/24/16



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



ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

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



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

13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.
14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue;
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A.; and
 - 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a



- grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
- 22.4.** The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.
- 22.5.** Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6.** In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
- 22.6.1.** The identity of the party to whom the property is to be sold or otherwise transferred;
- 22.6.2.** The consideration, if any, to be paid;
- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

1. Paragraph 9 of the Exhibit C of this contract, Audit, is deleted.

2. Add the following to Paragraph 17:
 - 17.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

3. Add the following to Paragraph 1:
 - 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



- 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: *The Lakes Region Mental Health Center, Inc.*

5/24/16
Date

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.

Contractor Name: *The Lakes Region Mental Health Center INC.*

5/24/16
Date

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

mp
3/24/14



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

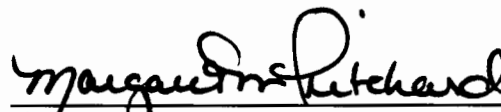
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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.*

5/24/16
Date


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

Contractor Initials mf
Date 5/24/16



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

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

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

MP

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: *The Lakes Region Mental Health Center, Inc.*

5/24/14
Date

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

Exhibit G

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

Contractor Initials

mp

Date

5/24/14



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.*

5/24/16

Date

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



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.

MP
5/24/14



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

5/27/16
Date

The Lakes Region Mental Health Center, Inc.
Name of the Contractor

Margaret M. Pritchard
Signature of Authorized Representative

Margaret M. Pritchard
Name of Authorized Representative

Executive Director
Title of Authorized Representative

5/24/16
Date



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

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

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

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

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

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

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

Contractor Name: *The Lakes Region Mental Health Center, INC.*

5/24/16
Date

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



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: 101410452
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO X YES

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

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

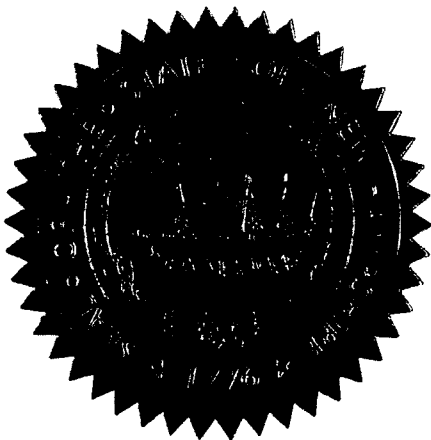
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

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 formed July 14, 1969. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of April A.D. 2016

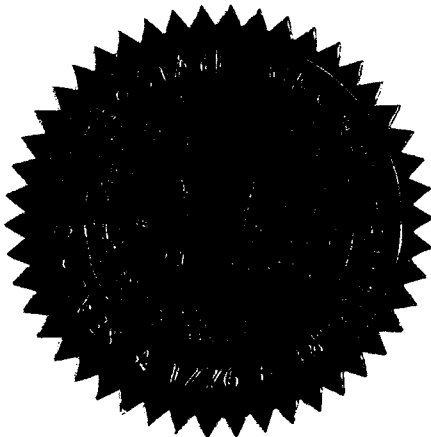
A handwritten signature in cursive script, appearing to read "William M. Gardner".

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 GENESIS BEHAVIORAL HEALTH is a New Hampshire trade name registered on May 26, 2000 and that THE LAKES REGION MENTAL HEALTH CENTER, INC presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



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

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:

1. I am the duly elected Clerk of **The Lakes Region Mental Health Center, Inc.**
DBA Genesis Behavioral Health
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **May 24, 2016**.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

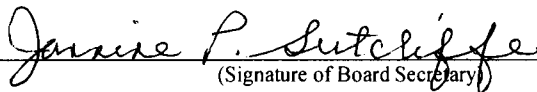
To Provide: **Mental Health Services for Fiscal Year 2017**

RESOLVED: That the **Executive Director** hereby is 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **May 24, 2016**.

4. **Margaret M. Pritchard** is duly elected **Executive Director** of the Corporation.

(Seal)
(Corporation)


(Signature of Board Secretary)

State of **New Hampshire**

County of **Belknap**

The foregoing instrument was acknowledged before me this **24** day of **May, 2016**

by **Janinne Sutcliff**.



Name: **Dawn LaCroix**

Title: Notary Public/~~Justice of the Peace~~

(Seal)
(Notary Public)

Commission Expires: **(date)** **DAWN H LACROIX**
Notary Public, State of New Hampshire
My Commission Expires March 28, 2017

Client#: 525807

GENESBEH

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2016

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: PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURED The Lakes Region Mental Health Center, Inc. dba Genesis Behavioral Health 111 Church Street Laconia, NH 03246	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Ace American Insurance Company	NAIC # 22667
	INSURER B : AIM Mutual Insurance Company	33758
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		SVRD37803601	06/26/2016	06/26/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CALH08618574	06/26/2016	06/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 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 \$10000		XOOG25516540005	06/26/2016	06/26/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
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	ECC60040002452016A	05/28/2016	05/28/2017	<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		OGLG2551662A005	06/26/2016	08/26/2017	\$5,000,000 Each Occ \$7,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This certificate covers all operations usual and customary to the Insured's business.

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 
--	--



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): E-MAIL ADDRESS:	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Lakes Region Mental Health Center, Inc. dba Genesis Behavioral Health 111 Church Street Laconia, NH 03246	INSURER A : Cincinnati Insurance Company		10677
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL 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) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR 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						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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

NHDCON3

NH DHHS
 129 Pleasant Street
 Concord, NH 03301-3857

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



Mission Vision & Values

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, 2015

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
TABLE OF CONTENTS
June 30, 2015

	<u>Pages</u>
INDEPENDENT AUDITOR'S REPORT	
FINANCIAL STATEMENTS	
Statement of Financial Position	1
Statement of Activities and Changes in Net Assets	2
Statement of Cash Flows	3
Notes to Financial Statements	4
SUPPLEMENTAL INFORMATION	
Analysis of Accounts Receivable	11
Analysis of BBH Revenues, Receipts and Receivables	12
Statement of Functional Public Support and Revenues	13
Statement of Functional Expenses	14



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, 2015, and the related statement of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

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

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

Other Matter

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, Brannan + Sargent

St. Albans, Vermont
September 29, 2015

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
STATEMENT OF FINANCIAL POSITION
June 30, 2015

ASSETS

CURRENT ASSETS

Cash	\$ 824,992
Investments	1,334,578
Accounts receivable (net of \$508,000 allowance)	903,447
Prepaid expenses and other current assets	<u>67,393</u>

TOTAL CURRENT ASSETS 3,130,410

PROPERTY AND EQUIPMENT - NET

1,278,443

OTHER ASSETS

Restricted cash	<u>20,006</u>
-----------------	---------------

TOTAL ASSETS \$ 4,428,859

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 117,116
Current portion long-term debt	46,397
Deferred income	53,595
Accrued vacation	322,288
Accrued expenses	<u>397,318</u>

TOTAL CURRENT LIABILITIES 936,714

LONG-TERM DEBT, less current portion

416,164

TOTAL LIABILITIES 1,352,878

NET ASSETS

Temporarily restricted	23,857
Unrestricted	<u>3,052,124</u>

TOTAL NET ASSETS 3,075,981

TOTAL LIABILITIES AND NET ASSETS \$ 4,428,859

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, 2015

	<u>Unrestricted Funds</u>	<u>Temporarily Restricted Funds</u>	<u>All Funds</u>
PUBLIC SUPPORT AND REVENUES			
Public support -			
Federal	\$ 314,153	\$ -	\$ 314,153
State of New Hampshire - BBH	319,176	-	319,176
Other public support	<u>259,960</u>	<u>-</u>	<u>259,960</u>
Total Public Support	<u>893,289</u>	<u>-</u>	<u>893,289</u>
 Revenues -			
Program service fees	10,493,010	-	10,493,010
Rental income	70,505	-	70,505
Other revenue	12,828	-	12,828
Net assets released from restriction	<u>10,830</u>	<u>(10,830)</u>	<u>-</u>
Total Revenues	<u>10,587,173</u>	<u>(10,830)</u>	<u>10,576,343</u>
 TOTAL PUBLIC SUPPORT AND REVENUES	<u>11,480,462</u>	<u>(10,830)</u>	<u>11,469,632</u>
 EXPENSES			
BBH funded program services -			
Children Services	2,910,738	-	2,910,738
Intake	291,574	-	291,574
Multi-service	4,378,986	-	4,378,986
ACT	621,272	-	621,272
Emergency Services	696,781	-	696,781
Housing Services	205,484	-	205,484
Non-Eligible	734,322	-	734,322
Non-BBH funded program services	<u>882,214</u>	<u>-</u>	<u>882,214</u>
 TOTAL EXPENSES	<u>10,721,370</u>	<u>-</u>	<u>10,721,370</u>
 INCREASE (DECREASE) IN NET ASSETS FROM OPERATIONS	759,092	(10,830)	748,262
 OTHER INCOME			
Investment income	<u>110,028</u>	<u>-</u>	<u>110,028</u>
 TOTAL INCREASE (DECREASE) IN NET ASSETS	869,120	(10,830)	858,290
 NET ASSETS, beginning	<u>2,183,004</u>	<u>34,687</u>	<u>2,217,691</u>
 NET ASSETS, ending	<u>\$ 3,052,124</u>	<u>\$ 23,857</u>	<u>\$ 3,075,981</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, 2015

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	\$ 858,290
Adjustments to reconcile to net cash provided by operations:	
Depreciation	186,528
Unrealized (gain) on investments	(22,310)
(Increase) decrease in:	
Accounts receivable	282,435
Prepaid expenses	(23,528)
Increase (decrease) in:	
Accounts payable & accrued liabilities	105,754
Deferred income	<u>31,983</u>
 NET CASH PROVIDED FROM OPERATING ACTIVITIES	 <u>1,446,594</u>
 CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(86,068)
Net investment activity	<u>(85,451)</u>
 NET CASH (USED) IN INVESTING ACTIVITIES	 <u>(171,519)</u>
 CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on long-term debt	(44,741)
Proceeds from line of credit	3,293,826
Payments to line of credit	<u>(3,943,689)</u>
 NET CASH (USED) BY FINANCING ACTIVITIES	 <u>(694,604)</u>
 NET INCREASE IN CASH	 580,471
 CASH AT BEGINNING OF YEAR	 <u>244,521</u>
 CASH AT END OF YEAR	 <u>\$ 824,992</u>
 SUPPLEMENTAL DISCLOSURE	
Cash Payments for Interest	<u>\$ 34,121.00</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, 2015

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, 2015 totaled \$9,286,456, of which \$9,126,096 was revenue from third-party payers and \$160,360 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, 2015

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, 2015 \$10,830 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 \$508,000 for the years ended June 30, 2015 and 2014. Total patient accounts receivable decrease to \$1,176,993 as of June 30, 2015 from \$1,548,048 at June 30, 2014. As a result of this decrease and changes to payer mix present at year end the allowance as a percentage of total accounts receivable increased from 33% to 43% of total patient accounts receivable.

Advertising

Advertising costs are expensed as incurred. Total costs were \$75,266 at June 30, 2015 and consisted of advertising costs of \$31,894 and recruitment costs of \$43,372.

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

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	\$ 2,594,534
Computer equipment	870,990
Furniture, fixtures and equipment	1,545,238
Vehicles	<u>77,819</u>
	5,088,581
Accumulated depreciation	<u>(3,810,138)</u>
NET BOOK VALUE	<u>\$ 1,278,443</u>

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE

Due from clients	\$ 129,249
Receivable from insurance companies	177,247
Medicaid receivables	377,119
Medicare receivables	<u>493,378</u>
	1,176,993
Allowance for doubtful accounts	<u>(508,000)</u>
Total Receivable - Trade	<u>668,993</u>

ACCOUNTS RECEIVABLE – OTHER

Housing Rent	15,602
UNH (IOD)	6,000
HUD	22,570
Lakes Region General Hospital	54,400
LDS	100
Belknap County	8,123
Mount Prospect Academy	7,800
Town Appropriations	37,900
NFI North, Inc.	2,775
BBH	12,720
Workers Comp audit refund	50,265
Other Grants	<u>16,199</u>
Total Receivable - Other	<u>234,454</u>

TOTAL ACCOUNTS RECEIVABLE \$ 903,447

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 4 LINE OF CREDIT

As of June 30, 2015, 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, 2015, 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, 2015 for each of the next four years and in the aggregate are:

<u>June 30,</u>	<u>Amount</u>
2016	\$ 288,220
2017	206,037
2018	90,872
2019	7,998
2020	0

Total rent expense for the year ended June 30, 2015, including rent expense for leases with a remaining term of one year or less was \$458,751.

The Center entered into a subscription agreement with a software vendor and is obligated to pay \$5,950 per month through May 31, 2016 in exchange for software subscription services. The amount is included in the above obligations.

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, 2015 the total contributions into the plan were \$67,728. Total administrative fees paid into the plan for the year ended June 30, 2015 were \$10,345.

NOTE 7 RESTRICTED CASH

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

Rural Development *	<u>\$ 20,006</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, 2015

NOTE 8 LONG-TERM DEBT

As of June 30, 2015, 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 May, 2027.	\$ 362,109
5% mortgage note payable - Rural Development due in monthly installments of \$597 (including principal and interest) secured by land and buildings through December, 2030.	76,661
1% note payable - NH Health and Education Facilities due in monthly installments of \$1,709 (including principal and interest) secured by equipment through September, 2016.	<u>23,791</u>
	462,561
Less: Current Portion	<u>(46,397)</u>
	<u>\$ 416,164</u>

Expected maturities for the next five years are as follows:

Year Ending June 30,	
2016	\$ 46,397
2017	32,759
2018	28,838
2019	30,313
2020	31,864
Thereafter	<u>292,390</u>
	<u>\$ 462,561</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, 2015

NOTE 10 INVESTMENTS

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2015, the status of these funds were as follows:

	Cost	Unrealized Gain (Loss)	Market
Large Blend	\$ 320,454	\$ 114,387	\$ 434,841
Health	178,915	77,923	256,838
Large Growth	152,292	(1,822)	150,470
Mid-Cap Value	158,023	81,690	239,713
Short-Term Bond	178,056	74,460	252,516
Cash	200	-	200
	<u>\$ 987,940</u>	<u>\$ 346,638</u>	<u>\$ 1,334,578</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	\$ 87,718
Realized Gains	-
Unrealized Gains	22,310
	<u>\$ 110,028</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.
- 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.

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 11 FAIR VALUE MEASUREMENTS (continued)

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, 2015. 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, 2015, the carrying amount of the cash deposits is \$844,998 and the bank balance totaled \$861,295. Of the bank balance, \$250,000 was insured by Federal Deposit Insurance, and \$611,295 was insured by a repurchase agreement with Northway Bank.

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, 2015 is as follows:

Due from clients	11 %
Insurance companies	15
Medicaid	32
Medicare	<u>42</u>
	<u>100 %</u>

NOTE 13 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 29, 2015, which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2015, 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, 2015

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 253,045	\$ 1,238,999	\$ (1,078,639)	\$ 284,156	\$ 129,249
BLUE CROSS / BLUE SHIELD	53,264	626,019	(294,642)	298,016	86,625
MEDICAID	888,761	12,867,714	(4,934,843)	8,444,512	377,120
MEDICARE	232,378	1,503,680	(907,463)	335,217	493,378
OTHER INSURANCE	120,600	766,251	(500,620)	295,610	90,621
ALLOWANCE FOR DOUBTFUL ACCOUNTS	<u>(508,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(508,000)</u>
TOTAL	<u>\$ 1,040,048</u>	<u>\$ 17,002,663</u>	<u>\$ (7,716,207)</u>	<u>\$ 9,657,511</u>	<u>\$ 668,993</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, 2015

	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, 2015	\$ -	\$ 319,176	\$ (319,176)	\$ -

Analysis of Receipts Date of Receipt Deposit Date	Amount
08/28/14	\$ 23,544
08/28/14	56,250
09/23/14	7,848
11/10/14	7,848
11/26/14	7,848
12/30/14	7,848
01/24/15	7,848
02/11/15	97,072
02/27/15	7,848
03/30/15	71,678
04/06/15	7,848
05/08/15	7,848
06/01/15	7,848
Less: Federal Monies	-
	<u>\$ 319,176</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, 2015

	<u>Total Agency</u>	<u>Admin.</u>	<u>Total Programs</u>	<u>Children</u>
Program Service Fees:				
Net Client Fee	\$ 160,360	\$ -	\$ 160,360	\$ (2,502)
Blue Cross/Blue Shield	331,377	-	331,377	39,935
Medicaid	7,932,871	-	7,932,871	3,515,717
Medicare	596,217	-	596,217	-
Other Insurance	265,631	-	265,631	25,305
Program Sales:				
Service	1,206,554	1,500	1,205,054	79,283
Public Support - Other:				
United Way	830	830	-	-
Local/County Government	175,615	-	175,615	-
Donations/Contributions	71,929	58,204	13,725	225
Bureau Development	-	-	-	-
Other Public Support	9,816	4,026	5,790	5,790
DCYF	1,770	-	1,770	1,770
Federal Funding:				
HUD Grant	129,554	-	129,554	-
Other Federal Grants	184,599	-	184,599	729
Rental Income	70,505	-	70,505	839
Investment Income	-	-	-	-
DBH & DS:				
Community Mental Health	319,176	-	319,176	-
Other Revenues	12,828	4,891	7,937	502
Net Assets Released From Restriction	10,830	-	10,830	2,288
	<u>11,480,462</u>	<u>69,451</u>	<u>11,411,011</u>	<u>3,669,881</u>
Administration	<u>0</u>	<u>(69,451)</u>	<u>69,451</u>	<u>22,298</u>
 TOTAL PUBLIC SUPPORT AND REVENUES	 <u>\$ 11,480,462</u>	 <u>\$ 0</u>	 <u>\$ 11,480,462</u>	 <u>\$ 3,692,179</u>

Multi -Service	ACT	Intake	Emergency Services	Housing Services		Non Eligible	Non BBH Funded Programs
				Apts. S.L. McGrath	Apts. S.L. Summer		
\$ (2,658)	\$ 5,058	\$ 13,745	\$ 39,406	\$ -	\$ -	\$ 107,311	\$ -
62,219	1,494	27,500	43,274	-	-	156,955	-
3,508,730	392,905	127,484	224,858	-	-	163,177	-
444,068	14,948	15,954	7,989	-	-	113,258	-
33,996	2,530	17,978	42,309	-	-	143,513	-
32,000	-	-	-	-	-	5,650	1,088,121
-	-	-	-	-	-	-	-
-	-	-	119,270	-	-	56,345	-
13,230	-	-	270	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	38,503	91,051	-	-
183,380	130	56	148	-	-	156	-
1,520	211	64	-	33,999	33,742	130	-
-	-	-	-	-	-	-	-
-	225,000	-	94,176	-	-	-	-
6,115	-	4	476	-	-	840	-
7,876	-	-	666	-	-	-	-
4,290,476	642,276	202,785	572,842	72,502	124,793	747,335	1,088,121
26,016	3,931	1,242	3,510	444	765	4,579	6,666
<u>\$ 4,316,492</u>	<u>\$ 646,207</u>	<u>\$ 204,027</u>	<u>\$ 576,352</u>	<u>\$ 72,946</u>	<u>\$ 125,558</u>	<u>\$ 751,914</u>	<u>\$ 1,094,787</u>

The Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2015

	<u>Total Agency</u>	<u>Administration</u>	<u>Total Programs</u>	<u>Children</u>
Personnel Costs:				
Salary and wages	\$ 6,787,693	\$ 594,414	\$ 6,193,279	\$ 1,708,261
Employee benefits	1,550,265	158,188	1,392,077	381,738
Payroll Taxes	468,823	40,932	427,891	119,506
Substitute Staff	203,553	-	203,553	2,904
Client Evaluation/Services	1,153	-	1,153	1,153
PROFESSIONAL FEES AND CONSULTANTS:				
Accounting/audit fees	31,315	31,315	-	-
Legal fees	41,967	7,000	34,967	8,135
Other professional fees	17,056	14,844	2,212	-
Staff Devel. & Training:				
Journals & publications	4,042	275	3,767	881
In-Service training	-	-	-	-
Conferences & conventions	31,093	1,371	29,722	6,959
Other staff development	9,058	2,213	6,845	4,866
Occupancy costs:				
Rent	123,811	26,347	97,464	39,405
Mortgage (Interest)	22,925	38	22,887	6,975
Heating Costs	30,306	-	30,306	3,678
Other Utilities	93,370	3,099	90,271	22,628
Maintenance & repairs	129,354	5,175	124,179	29,201
Consumable Supplies:				
Office	35,426	947	34,479	9,875
Building/household	17,684	-	17,684	4,734
Medical	32	-	32	32
Other	98,225	8,474	89,751	26,799
Depreciation-Equipment	92,828	6,489	86,339	19,740
Depreciation-Building	93,700	4,639	89,061	17,111
Equipment rental	19,268	1,782	17,486	5,155
Equipment maintenance	28,504	3,734	24,770	7,201
Advertising	75,266	8,355	66,911	14,556
Printing	-	-	-	-
Telephone/communications	304,947	15,218	289,729	85,133
Postage/shipping	25,943	58	25,885	9,032
Transportation:				
Staff	165,509	2,240	163,269	58,538
Clients	34,362	-	34,362	-
Assist to Individuals:				
Client services	48,966	-	48,966	31,001
Insurance:				
Malpractice/bonding	37,513	10,912	26,601	8,079
Vehicles	2,649	128	2,521	480
Comp. Property/liability	20,362	2,151	18,211	4,122
Membership Dues	22,148	890	21,258	121
Other Expenditures	41,057	31,972	9,085	2,771
Interest Expense	11,197	11,197	-	-
	<u>10,721,370</u>	<u>994,397</u>	<u>9,726,973</u>	<u>2,640,770</u>
Admin. Allocation	-	(994,397)	994,397	269,968
TOTAL PROGRAM EXPENSES	<u>\$ 10,721,370</u>	<u>\$ (0)</u>	<u>\$ 10,721,370</u>	<u>\$ 2,910,738</u>

Multi-Service	ACT	Intake	Emergency Services	Housing Services		Non-Eligible	Non BBH Funded Programs
				Apts. S.L. McGrath	Apts. S.L. Summer		
\$ 2,491,299	\$ 376,544	\$ 181,195	\$ 427,846	\$ 13,580	\$ 32,368	\$ 458,620	\$ 503,566
551,753	88,629	40,093	99,156	3,214	7,654	102,767	117,073
181,906	24,429	12,487	29,946	979	2,340	32,556	23,742
65,096	557	1,553	3,480	-	-	5,963	124,000
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
18,701	1,768	915	1,997	-	-	3,451	-
-	-	-	-	-	-	-	2,212
2,137	263	89	192	-	-	205	-
-	-	-	-	-	-	-	-
18,037	2,145	369	1,626	-	-	586	-
1,171	57	17	65	-	-	194	475
43,747	701	4,210	1,602	-	-	7,799	-
12,520	1,899	449	33	-	-	1,011	-
6,256	945	286	154	9,605	8,780	602	-
34,527	3,826	1,878	251	11,444	11,916	3,801	-
49,871	6,864	2,103	966	12,117	18,404	4,653	-
16,876	3,304	770	1,661	-	-	1,993	-
7,417	893	404	1,060	97	2,044	1,035	-
-	-	-	-	-	-	-	-
42,505	5,171	2,252	6,048	-	-	6,038	938
40,696	4,239	2,353	6,799	1,787	5,530	5,195	-
25,668	2,772	1,902	541	13,335	24,799	2,933	-
7,956	936	463	1,634	-	-	1,342	-
11,510	1,389	581	1,619	150	706	1,614	-
44,907	1,829	805	2,683	-	-	2,131	-
-	-	-	-	-	-	-	-
128,452	13,563	7,129	37,333	528	-	15,852	1,739
12,169	911	869	1,018	-	-	1,886	-
81,513	16,443	357	2,239	-	-	1,429	2,750
34,362	-	-	-	-	-	-	-
17,914	51	-	-	-	-	-	-
10,808	1,959	427	1,239	-	-	1,118	2,971
1,416	88	40	74	163	163	97	-
6,960	961	305	395	2,383	2,339	746	-
149	11	13	13	-	-	28	20,923
4,540	502	217	486	-	-	569	-
-	-	-	-	-	-	-	-
<u>3,972,839</u>	<u>563,649</u>	<u>264,531</u>	<u>632,156</u>	<u>69,382</u>	<u>117,043</u>	<u>666,214</u>	<u>800,389</u>
<u>406,147</u>	<u>57,622</u>	<u>27,043</u>	<u>64,625</u>	<u>7,093</u>	<u>11,966</u>	<u>68,108</u>	<u>81,825</u>
<u>\$ 4,378,986</u>	<u>\$ 621,272</u>	<u>\$ 291,574</u>	<u>\$ 696,781</u>	<u>\$ 76,475</u>	<u>\$ 129,009</u>	<u>\$ 734,322</u>	<u>\$ 882,214</u>

**The Lakes Region Mental Health Center, Inc.
DBA GENESIS Behavioral Health**

Board of Directors

**November 2, 2015
(verified 04-06-15)**

**PRESIDENT
Jim Hundrieser**

**VICE PRESIDENT
Deborah Pendergast**

**TREASURER
Edward McFarland**

**SECRETARY
Jannine Sutcliffe**

MEMBERS AT LARGE

Lori Boelig

Bob Cameron

Joe Driscoll

Adam Hawkins

Miller Lovett

Liz Merry

Carol Pierce

Cinda Shepard

Matthew Soza

Kim Sperry

Susan Stearns

Jackie Vickery

Cinde Warmington

Kelley White, MD

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 "Women 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-Coodinator

KEY ADMINISTRATIVE PERSONNEL - SFY 2017

NH Department of Health and Human Services

Contractor Name: The Lakes Regional Mental Health Center, Inc., dba Genesis Behavioral Health

NAME	JOB TITLE	FTEs	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Margaret Pritchard	Executive Director	1	\$140,000	40.47%	\$56,658.00
Tom Harrington	Interim CFO	1	\$95,000	40.47%	\$38,446.50
Vladmir Jelnov, M.D.	Med. Dir.	1	\$270,000	40.47%	\$109,269.00
			\$0	0.00%	\$0.00
			\$0	0.00%	\$0.00
			\$0	0.00%	\$0.00
TOTAL SALARIES					\$204,373.50

Subject: Mental Health Services & PATH Services

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Behavioral Health, Bureau of Mental Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Riverbend Community Mental Health, Inc.		1.4 Contractor Address 3 North Main Street, PO Box 2032 Concord, NH 03302-2032	
1.5 Contractor Phone Number 603-226-7505	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$468,353
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PETER EVERS PRESIDENT & CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>May 26, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity of <u>1.12</u> .			
1.11 Signature of Notary Public or Justice of the Peace  <u>Andrea Coyle</u>			
1.12 Name and Title of Notary or Justice of the Peace <u>Executive Assistant</u>			
1.14 State Agency Signature  Date: <u>5/27/16</u>		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Attorney On: <u>6/12/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



I. SERVICES

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

II. QUALITY IMPROVEMENT

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

III. SUBSTANCE USE SCREENING

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

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

- B. In the event that the Contractor does not meet either:
1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that B. 1. and/or B. 2 has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

X. REPORTING REQUIREMENTS

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

XI. REDUCTION OR SUSPENSION OF FUNDING

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

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

XIII. DATA REPORTING

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



XV. EMERGENCY SERVICES

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

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS (ACT)

A. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).

B. The Contractor shall report their level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS. The Adult ACT Infrastructure Compliance Report shall be included with the invoices submitted for payment of Adult ACT Team funds as defined in Exhibit B.

C. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.

B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 18.6 percent by June 30, 2017. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2016.

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

A. The Contractor shall participate in the development of plans to transition individuals at NHH and Glencliff to the community.

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

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

XX. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

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

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

C. Activities that may be funded:

1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
2. Costs associated with developing other BBH-requested data reporting system.
3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

D. Other conditions for payment:

1. Progress Reports from the Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
2. Payments:
 - a. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment shall be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MILITARY CULTURE/AWARENESS INITIATIVE

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

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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



**Exhibit A
Scope of Work
SFY 2017**

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

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

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



XXIII. STATEWIDE MILITARY LIAISON

- A. The Contractor will provide a statewide military liaison whose duties shall include, but not be limited to:
1. Serving as a resource on military issues for all CMHCs;
 2. Acting as a consultant and providing ongoing guidance, education, and support to CMHC military liaisons and staff;
 3. Providing education to VA, Vet Center, Care Coordination staff, and military medical staff on CMHCs;
 4. Providing guidance to CMHCs regarding referrals and navigation of both military and civilian providers and services;
 5. Providing education to CMHC staff regarding "Fitness for Duty" issues with currently serving service members;
 6. Encouraging CMHCs to become TriCare providers and to become credentialed to accept Veterans Choice;
 7. Planning and coordinating 1-hour monthly conference calls with CMHC liaisons. The purpose of these calls is to share successes, challenges and opportunities for serving veterans, service members and families who receive care at the CMHCs;
 8. Maintain weekly contact with DHHS Military Programs' staff;
 9. Making site visits to each of the CMHCs at least once during a contract year; and
 10. Supporting military-civilian community partnership meetings, to include (but not limited to): Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery – Military Task Force; NH Legislative Commission on PTSD and TBI, Suicide Prevention Council – Military Subcommittee, Seacoast Veterans Committee, Community Partners Meeting, and others.
- B. The Contractor will obtain pre-approval from the Bureau of Community Based Military Programs, and by the Balancing Incentive Program staff for all activities and expenses.
- C. The Contractor's statewide military liaison will provide services as defined in Section A and B above, for up to eight (8) hours per week.

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

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

XXVI. CHILDREN'S ACT TEAM WRAPAROUND

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

XXVII. REFUGEE INTERPRETER SERVICES

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 B
METHODS OF PAYMENT
FY 2017

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

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

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

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

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

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

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

D. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

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

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

1. Medicaid enrolled individuals:

- a. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
- b. Medicaid Fee for Service: The vendor shall bill Medicaid for services on the Fee for Service (FFS) schedule.

2. Other insurance/payors:

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

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

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

H. Other Contract Programs:

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

Program To Be Funded	Amount
Div. for Children Youth and Families (DCYF) Consultation	1,770
Assertive Community Treatment Team (ACT) - Adults	225,000
Emergency Services	7,708
Behavioral Health Services Information System (BHSIS)	5,000
Military Culture/Awareness Initiative/Statewide Military Liaison	43,680
Refugee Interpreter Services	5,000
Homeless and Housing Federal Grant	36,250
Assertive Community Treatment Team (ACT) - Children	140,000
Rehabilitation for Empowerment, Natural Supports, Education, and Work (RENEW)	3,945
Total	\$468,353

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

The invoice must be submitted to:

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

4. Emergency Services: The Department shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section XV, Emergency Services.
5. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
6. Military Culture/Awareness Initiative: The Contractor shall be reimbursed at a rate of \$65 per hour for the military liaison. The Contractor shall be reimbursed \$65 per hour for all other staff to attend training as defined in Exhibit A, Section XXIII. Military Support. The vendor shall not invoice the Department from more than one (1) funding source for staff to attend trainings.
7. Statewide Military Liaison Services: The Contractor shall be reimbursed at a rate of \$75 per hour for a total of (8) hours per week.



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.

PS



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



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

- 10.8.** The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3.** Add the following regarding "Contractor Name" to Paragraph 1.:

 - 1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for-profit.
- 4.** Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.:

 - 6.4.** The Contractor shall comply with Title II of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5.** Add the following regarding "Personnel" to Paragraph 7.:

 - 7.4.** Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5.** No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

 - 7.5.1.** Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
 - 7.5.2.** Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
 - 7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- 6.** Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:

 - 8.1.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of



Default”):

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

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

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

Exhibit C-1 – Revisions to Standard Provisions

Contractor Initials

FE



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

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

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

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

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

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

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

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

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

9.5.1. The Contractor shall submit the following fiscal reports:

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

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

PE



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



ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

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

PE

5/26/16



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

13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.
14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue;
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A.; and
 - 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a



- grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
- 22.4.** The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.
- 22.5.** Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6.** In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
- 22.6.1.** The identity of the party to whom the property is to be sold or otherwise transferred;
- 22.6.2.** The consideration, if any, to be paid;
- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

PE



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: RIVERBEND COMMUNITY MENTAL HEALTH, INC.

5/26/16
Date


Name: PETER EVERS
Title: PRESIDENT & CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

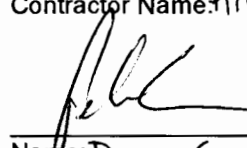
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name: RIVERBEND COMMUNITY MENTAL HEALTH, INC.

5/26/11
Date


Name: PETER EVERS
Title: PRESIDENT & 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.

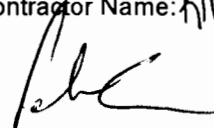
PRIMARY COVERED TRANSACTIONS

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 (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.

5/26/16
Date

Contractor Name: RIVERBEND COMMUNITY MENTAL HEALTH, INC

Name: PETER EVERS
Title: PRESIDENT & 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 PE

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.

5/26/16
Date

Contractor Name: RIVERBEND COMMUNITY MENTAL HEALTH, INC.

[Signature]
Name: PETER EVERS
Title: PRESIDENT & CEO



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.

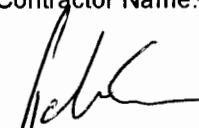
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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: RIVERBEND COMMUNITY MENTAL HEALTH, INC.

5/26/16

Date



Name: PETER EVERS
Title: PRESIDENT & CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

5/27/16
Date

RIVERBEND COMMUNITY MENTAL HEALTH, INC.
Name of the Contractor

Peter Evers
Signature of Authorized Representative

PETER EVERS
Name of Authorized Representative

PRESIDENT & CEO
Title of Authorized Representative

May 26, 2015
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: RIVERBEND COMMUNITY MENTAL HEALTH, INC.

Name: PETER EVERS
Title: PRESIDENT & CEO

5/26/16
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: 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:

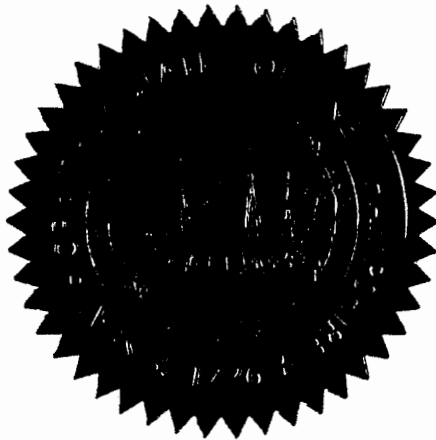
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
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 formed March 25, 1966. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Andrea Covell, 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 two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 25, 2016.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

**To Provide: Mental Health Services, and
Projects for Assistance in Transition from Homelessness (PATH) Services.**

RESOLVED: That the President and/or Treasurer hereby is 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 26, 2016.
4. Peter Evers is duly elected President of the Corporation.

(Seal)
(Corporation)

Andrea Covell
(Signature of Assistant Secretary)

State of New Hampshire

County of Merrimack

The foregoing instrument was acknowledged before me this 26th day of May

by Andrea Covell.

Susan J. Cummings
Name: Susan J Cummings
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

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

Client#: 5849

RIVERBEN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/20/2016

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: Arthur J. Gallagher, Risk Management Services, Inc., 470 Atlantic Avenue, Boston, MA 02210. CONTACT NAME: Arthur J. Gallagher. PHONE: 617 261-6700. FAX: 617 261-6720. INSURER(S) AFFORDING COVERAGE: Lexington Insurance Company, NAIC #: 19437.

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 INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and Hospital Professional & Physicans Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Evidence of current liability coverage for the insured. Hospital professional liability retro date: 6/24/1985

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: [Signature]



CERTIFICATE OF LIABILITY INSURANCE

RIVECOM-01

MSNELL

DATE (MM/DD/YYYY)
1/20/2016

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).

<p>PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301</p>	<p>CONTACT NAME: Mary Ellen Snell, CIC PHONE (A/C, No, Ext): (603) 715-9754 E-MAIL ADDRESS: msnell@davistowle.com</p> <p>FAX (A/C, No): (603) 225-7935</p>														
<p>INSURED Riverbend Community Mental Health Inc c/o Angela Greene PO Box 2032 Concord, NH 03302</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : A.I.M Mutual Insurance Comapny</td> <td></td> </tr> <tr> <td>INSURER B :</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : A.I.M Mutual Insurance Comapny		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : A.I.M Mutual Insurance Comapny															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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 <input type="checkbox"/>	N / A	ECC60040001272015	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <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

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

<p>CERTIFICATE HOLDER</p> <p>NH DHHS 129 Pleasant St Concord, NH 03301</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Mary Ellen Snell</i></p>
---	---

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, 2015

Riverbend Community Mental Health, Inc.
TABLE OF CONTENTS
June 30, 2015

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	
FINANCIAL STATEMENTS	
Statements of Financial Position	1
Statements of Operations	2
Statements of Cash Flows	3
Notes to Financial Statements	4
SUPPLEMENTARY INFORMATION	
Schedule of Functional Revenues	14
Schedule of Functional Expenses	15
Analysis of DHHS - BBH Revenues, Receipts and Receivables	16
Analysis of Client Service Fees	17



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, 2015 and 2014, 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, 2015 and 2014, 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.

Kittell Branayan & Suguit

St. Albans, Vermont
September 9, 2015

Riverbend Community Mental Health, Inc.
STATEMENTS OF FINANCIAL POSITION

June 30,

ASSETS

	<u>2015</u>	<u>2014</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 3,895,471	\$ 2,475,020
Client service fees receivable, net	1,026,924	1,584,831
Other receivables	485,779	120,982
Investments	8,187,316	8,289,198
Restricted cash - Managed Care Reserve	598,737	-
Prepaid expenses	99,954	103,991
Tenant security deposits	21,308	21,443
TOTAL CURRENT ASSETS	<u>14,315,489</u>	<u>12,595,465</u>
 PROPERTY & EQUIPMENT, NET	 <u>7,613,797</u>	 <u>7,993,202</u>
 OTHER ASSETS		
Investment in Behavioral Information Systems	91,104	83,604
Bond issuance costs	430,124	440,154
TOTAL OTHER ASSETS	<u>521,228</u>	<u>523,758</u>
 RESTRICTED CASH, Rural Development Fund	 <u>20,119</u>	 <u>18,837</u>
TOTAL ASSETS	<u>\$ 22,470,633</u>	<u>\$ 21,131,262</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 125,707	\$ 59,556
Accrued expenses	1,876,338	1,019,924
Tenant security deposits	21,308	21,443
Accrued compensated absences	527,541	527,968
Current portion of long-term debt	220,995	215,318
Deferred revenue	141,674	107,965
TOTAL CURRENT LIABILITIES	<u>2,913,563</u>	<u>1,952,174</u>
 LONG-TERM LIABILITIES		
Long-term debt, less current portion	7,342,747	7,563,780
Interest rate swap liability	272,232	348,635
TOTAL LONG-TERM LIABILITIES	<u>7,614,979</u>	<u>7,912,415</u>
 NET ASSETS		
Unrestricted	8,768,678	8,465,911
Temporarily restricted	700,101	446,282
Temporarily restricted - Capital Campaign	2,473,312	2,354,480
TOTAL NET ASSETS	<u>11,942,091</u>	<u>11,266,673</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 22,470,633</u>	<u>\$ 21,131,262</u>

See Accompanying Notes to Financial Statements.

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

	2015				2014
	Unrestricted	Temporarily Restricted	Temporarily Restricted Capital Campaign	All Funds	
PUBLIC SUPPORT AND REVENUES					
Public support -					
State of New Hampshire -- BBH	\$ 396,771	\$ -	\$ -	\$ 396,771	\$ 490,295
Federal	124,930	-	-	124,930	244,412
In-kind donations	170,784	-	-	170,784	170,784
Contributions	141,913	-	-	141,913	48,203
Other	380,559	13,448	-	394,007	704,940
Total Public Support	<u>1,214,957</u>	<u>13,448</u>	<u>-</u>	<u>1,228,405</u>	<u>1,658,634</u>
Revenues -					
Client service fees, net of provision for bad debts	18,360,673	-	-	18,360,673	17,244,238
Other	2,607,186	-	-	2,607,186	2,477,007
Net assets released from restrictions	163,264	(70,709)	(92,555)	-	-
Total Revenues	<u>21,131,123</u>	<u>(70,709)</u>	<u>(92,555)</u>	<u>20,967,859</u>	<u>19,721,245</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>22,346,080</u>	<u>(57,261)</u>	<u>(92,555)</u>	<u>22,196,264</u>	<u>21,379,879</u>
PROGRAM AND ADMINISTRATIVE EXPENSES					
Children and adolescents	4,794,450	-	-	4,794,450	4,649,697
Emergency services	1,574,114	-	-	1,574,114	1,500,048
ACT Team	1,375,652	-	-	1,375,652	1,331,078
Outpatient - Concord	3,204,641	-	-	3,204,641	2,902,542
Outpatient - Franklin	1,746,055	-	-	1,746,055	1,827,392
Multi-Service Team - Community Support Program	4,783,473	-	-	4,783,473	4,668,494
Mobile Crisis	22,915	-	-	22,915	-
Community Residence - Twitchell	881,328	-	-	881,328	887,964
Community Residence - Fellowship	493,030	-	-	493,030	646,450
Restorative Partial Hospital	553,098	-	-	553,098	553,466
Supportive Living - Community	1,424,855	-	-	1,424,855	1,089,113
Other Non-BBH	694,890	-	-	694,890	610,710
Mill House	-	-	-	-	173,466
Administrative	28,579	-	-	28,579	250,283
Temporarily restricted	-	-	-	-	106,083
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	<u>21,577,080</u>	<u>-</u>	<u>-</u>	<u>21,577,080</u>	<u>21,196,786</u>
EXCESS/(DEFICIENCY) OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	769,000	(57,261)	(92,555)	619,184	183,093
INVESTMENT INCOME (LOSS)	<u>16,523</u>	<u>2,138</u>	<u>(38,831)</u>	<u>(20,170)</u>	<u>910,764</u>
TOTAL INCREASE (DECREASE) IN NET ASSETS	785,523	(55,123)	(131,386)	599,014	1,093,857
NET ASSETS, BEGINNING OF YEAR	7,906,751	755,224	2,604,698	11,266,673	10,108,537
Change in fair value of interest rate swap liability	76,404	-	-	76,404	64,279
NET ASSETS, END OF YEAR	<u>\$ 8,768,678</u>	<u>\$ 700,101</u>	<u>\$ 2,473,312</u>	<u>\$ 11,942,091</u>	<u>\$ 11,266,673</u>

See Accompanying Notes to Financial Statements.

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

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 599,014	\$ 1,093,857
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	629,829	660,103
Unrealized (gain) loss on investments	489,247	(378,108)
Changes in:		
Client service fee receivables	557,907	(60,495)
Other receivables	(364,797)	(10,972)
Prepaid expenses	4,037	(56,331)
Restricted cash - Managed Care Reserve	(598,737)	-
Restricted cash - Rural Development Fund	(1,282)	(1,281)
Accounts payable and accrued expenses	922,138	(98,518)
Deferred revenue	33,709	56,383
	<u>2,271,065</u>	<u>1,204,638</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(245,636)	(390,381)
Investment activity, net	<u>(389,622)</u>	<u>(1,405,859)</u>
	<u>(635,258)</u>	<u>(1,796,240)</u>
NET CASH (USED) IN INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment from affiliates	-	5,351
Principal payments on long-term debt	<u>(215,356)</u>	<u>(461,254)</u>
	<u>(215,356)</u>	<u>(455,903)</u>
NET CASH (USED) BY FINANCING ACTIVITIES		
NET INCREASE (DECREASE) IN CASH	1,420,451	(1,047,505)
CASH AT BEGINNING OF YEAR	<u>2,475,020</u>	<u>3,522,525</u>
CASH AT END OF YEAR	<u>\$ 3,895,471</u>	<u>\$ 2,475,020</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	<u>\$ 294,538</u>	<u>\$ 301,964</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

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, 2012, 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, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net Asset Reclassification

During the year ending June 30, 2015 Riverbend reviewed classifications of equity accounts resulting in a reduction of unrestricted net assets in the amount \$559,160 and an increase to temporarily restricted net assets for \$559,160. Prior year net assets have also been reclassified for comparative purposes. Overall the reclassification had no effect on the total net assets.

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 change to the valuation allowance and a credit to accounts receivable.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

During 2015, the Center increased its estimate in the allowance for doubtful accounts from 21% to 27% of total accounts receivable to \$398,844 as of June 30, 2015 from \$432,614 as of June 30, 2014.

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 into account of the provision for bad debts) recognized during the year ended June 30, 2015 totaled \$18,360,673, of which \$17,873,902 was revenue from third-party payors and \$486,771 was revenue from self-pay clients.

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

New Hampshire Medicaid

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

Cenpatico

This a managed care organization who reimburses the Center Medicaid funds for services rendered on a fee for service and capitated structure.

Beacon Wellness

This a managed care organization who reimburses the Center Medicaid funds for services rendered on a fee for service and capitated structure.

Approximately 86% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2015. 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.

Advertising

Advertising costs are expensed as incurred. Total costs were \$52,617 and \$35,400 at June 30, 2015 and 2014, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 2 CASH

At June 30, 2015 and 2014, the carrying amount of cash deposits was \$4,535,635 and \$2,515,300 and the bank balance was \$4,580,825 and \$2,313,068. Of the bank balance, \$1,338,948 and \$1,013,113 was covered by federal deposit insurance under written agreement between the bank and Riverbend, \$3,241,833 and \$1,299,954 was covered by an irrevocable letter of credit with TD Bank, N.A., and the remaining \$43, and \$-0- is uninsured.

NOTE 3 ACCOUNTS RECEIVABLE

	<u>2015</u>	<u>2014</u>
ACCOUNTS RECEIVABLE - TRADE		
Due from clients	\$ 362,115	\$ 453,689
Receivable from insurance companies	202,219	189,432
Medicaid receivable	706,161	1,220,053
Medicare receivable	155,770	152,723
Other	<u>(497)</u>	<u>1,548</u>
	1,425,768	2,017,445
Allowance for doubtful accounts	<u>(398,844)</u>	<u>(432,614)</u>
	<u>\$ 1,026,924</u>	<u>\$ 1,584,831</u>
 ACCOUNTS RECEIVABLE - OTHER		
Due from Penacook Assisted Living Facility	\$ 14,160	\$ 18,843
Other	<u>471,619</u>	<u>102,139</u>
	<u>\$ 485,779</u>	<u>\$ 120,982</u>

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	\$ 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>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 4 INVESTMENTS (continued)

<u>2014</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 62,148	\$ -	\$ 62,148
U.S. Treasuries	272,660	17,847	290,507
Corporate Bonds	2,057,093	27,805	2,084,898
Equities	-	-	-
Mutual Funds	<u>5,271,752</u>	<u>579,893</u>	<u>5,851,645</u>
	<u>\$ 7,663,653</u>	<u>\$ 625,545</u>	<u>\$ 8,289,198</u>

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

	<u>2015</u>	<u>2014</u>
Interest and dividends	\$ 323,519	\$ 269,119
Realized gains	177,491	294,126
Unrealized gains	(489,247)	378,108
Fees	(39,413)	(39,839)
Returns from BIS	<u>7,500</u>	<u>9,250</u>
 TOTAL	 <u>\$ (20,150)</u>	 <u>\$ 910,764</u>

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.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 5 FAIR VALUE MEASUREMENTS

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2015. 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>2015</u>	<u>2014</u>
Land	\$ 496,287	\$ 496,287
Buildings	11,702,536	11,658,593
Leasehold Improvements	351,960	351,960
Furniture and Fixtures	3,061,169	2,996,270
Equipment	<u>1,028,013</u>	<u>936,255</u>
	16,639,965	16,439,365
Accumulated Depreciation	<u>(9,026,168)</u>	<u>(8,446,163)</u>
 NET BOOK VALUE	 <u>\$ 7,613,797</u>	 <u>\$ 7,993,202</u>

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, 2015 and 2014, Riverbend paid BIS \$27,048 and \$338, respectively, for software support and services.

BIS owed Riverbend \$32,194 and \$14,099 at June 30, 2015 and 2014, 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 \$424,727 and \$434,424 at June 30, 2015 and 2014, respectively.

Riverbend Community Mental Health, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2015

NOTE 9 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30,:

	<u>2015</u>	<u>2014</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.	\$ 132,988	\$ 139,410
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.	21,509	26,776
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.	65,942	74,734
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.	3,745,000	3,855,000
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.	6,018	11,011
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.	52,285	72,167

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 9 LONG-TERM DEBT (continued)

	<u>2015</u>	<u>2014</u>
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.	3,540,000	3,600,000
	7,563,742	7,779,098
Less: Current Portion	<u>(220,995)</u>	<u>(215,318)</u>
	<u>\$ 7,342,747</u>	<u>\$ 7,563,780</u>

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2016	\$ 220,995
2017	227,232
2018	223,319
2019	221,735
2020	227,257
Thereafter	<u>6,443,204</u>
	<u>\$ 7,563,742</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.

NOTE 10 DEFERRED INCOME

	<u>2015</u>	<u>2014</u>
Concord Hospital & Other	\$ 132,729	\$ 99,020
DHHS - BBH Grant	<u>8,945</u>	<u>8,945</u>
TOTAL DEFERRED INCOME	<u>\$ 141,674</u>	<u>\$ 107,965</u>

Riverbend Community Mental Health, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2015

NOTE 11 LINE OF CREDIT

As of June 30, 2015, 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, 2016 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>2015</u>	<u>2014</u>
Ongoing management and administrative services, recorded in other accounts receivable	16,318	14,160
	\$ 16,318	\$ 14,160

Riverbend collected \$79,216 and \$77,164 for property management services and \$63,786 and \$58,650 for contracted housekeeping services from the affiliate during the years ended June 30, 2015 and 2014, 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, 2015 and 2014, such contributions were \$164,136 and \$146,808, respectively.

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>
2016	\$ 33,918
2017	27,151
2018	27,597
2019	28,057
2020	28,530
	\$ 145,253

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 14 OPERATING LEASES (continued)

Total rent expense for the years ended June 30, 2015 and 2014 was \$41,137 and \$38,714, respectively.

NOTE 15 RESTRICTED CASH

As of June 30, 2015, Riverbend had restricted cash of \$598,737 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 September 9, 2015, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2015, 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, 2015, with
Comparative Totals for 2014

	2015 Total	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Restorative Partial Hospital	RCA, 5 West (Non-Eligibles)
PROGRAM SERVICE FEES							
Net Client Fees	\$ 486,771	\$ -	\$ 486,771	\$ 108,596	\$ 20,263	\$ 5,807	\$ 202,490
HMO's	791,047	-	791,047	245,195	67,908	-	358,200
Blue Cross/Blue Shield	344,256	-	344,256	123,434	30,994	-	156,586
Medicaid	14,906,351	-	14,906,351	4,501,894	252,143	621,354	331,223
Medicare	767,392	-	767,392	-	2,303	14,496	327,148
Other Insurance	562,534	-	562,534	152,597	41,448	300	288,703
Other Program Fees	502,322	-	502,322	19,651	-	-	88,304
PROGRAM SALES							
Service	2,607,186	-	2,607,186	-	972,395	-	1,277,286
PUBLIC SUPPORT							
United Way	68,750	-	68,750	-	68,750	-	-
Local/County Gov't.	3,999	-	3,999	1,885	123	-	384
Donations/Contributions	141,913	20,000	121,913	36,524	-	1,105	-
Other Public Support	191,063	2,280	188,783	43,516	59,282	-	39,734
DCYF	593	-	593	443	-	-	-
FEDERAL FUNDING							
Other Federal Grants	88,680	-	88,680	-	-	-	-
PATH	36,250	-	36,250	-	-	-	-
IN-KIND DONATIONS	170,784	-	170,784	5,200	-	-	-
OTHER REVENUES	129,602	6,299	123,303	5,885	147	-	4,445
BBH	396,771	-	396,771	1,690	7,708	857	-
TOTAL PROGRAM REVENUES	\$22,196,264	\$ 28,579	\$22,167,685	\$ 5,246,510	\$ 1,523,464	\$ 643,919	\$ 3,074,503

<u>ACT Team</u>	<u>Multi-Service Team</u>	<u>Mobile Crisis</u>	<u>Comm. Res. Twitchell</u>	<u>Comm. Res. Fellowship</u>	<u>Comm. Supp. Living</u>	<u>RCMH Mgmt. Services (Non-BBH)</u>	<u>Child Impact Program (Non-BBH)</u>	<u>In-Shape (Non-BBH)</u>	<u>2014</u>
\$ 7,204	\$ 123,034	\$ 534	\$ 15,763	\$ 8,206	\$ (11,179)	\$ -	\$ -	\$ 6,053	\$ 535,045
6,078	113,396	267	-	-	3	-	-	-	742,876
1,983	30,992	267	-	-	-	-	-	-	318,086
746,117	6,028,158	1,259	605,144	472,571	1,228,191	-	-	118,297	13,917,228
24,800	398,645	-	-	-	-	-	-	-	664,580
16,415	62,804	267	-	-	-	-	-	-	604,661
-	9,953	-	125,220	-	224,464	-	34,730	-	461,762
-	40,256	-	-	(67,522)	(41,385)	426,156	-	-	2,477,007
-	-	-	-	-	-	-	-	-	75,562
144	1,455	-	-	-	3	-	-	5	3,000
-	10,073	-	108	-	12	69,091	-	5,000	48,203
544	24,501	-	2,477	-	-	-	3,086	15,643	303,340
150	-	-	-	-	-	-	-	-	-
-	5,000	-	-	-	-	-	-	83,680	207,297
-	-	-	-	-	36,250	-	-	-	37,115
-	-	-	144,886	-	20,698	-	-	-	170,784
340	3,295	-	-	-	150	109,041	-	-	323,038
<u>364,999</u>	<u>4,143</u>	<u>17,374</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>490,295</u>
<u>\$ 1,168,774</u>	<u>\$ 6,855,705</u>	<u>\$ 19,968</u>	<u>\$ 893,598</u>	<u>\$ 413,255</u>	<u>\$ 1,457,207</u>	<u>\$ 604,288</u>	<u>\$ 37,816</u>	<u>\$ 228,678</u>	<u>\$21,379,879</u>

Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2015, with
Comparative Totals for 2014

	2015 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Restorative Partial Hospital	RCA, 5 West (Non-Eligibles)
PERSONNEL COSTS							
Salary & Wages	\$ 13,366,413	\$ 1,124,862	\$ 12,241,551	\$ 2,768,681	\$ 1,009,668	\$ 254,138	\$ 1,971,044
Employee Benefits	3,003,924	195,291	2,808,633	771,435	164,998	98,562	188,065
Payroll Taxes	965,440	84,154	881,286	203,276	73,384	18,693	130,355
PROFESSIONAL FEES							
Substitute Staff	529,358	50,567	478,791	4,088	28,074	-	397,740
Accounting	40,820	40,820	-	-	-	-	-
Legal Fees	10,178	9,428	750	-	-	-	-
Other Prof. Fees/Consul.	736,735	25,772	710,963	13,273	3,079	13,328	12,792
STAFF DEV. & TRAINING							
Journals & Pub.	4,973	2,555	2,418	404	59	-	542
Conferences and Conv.	43,595	12,702	30,893	3,179	461	236	4,409
Other Staff Dev. (Statewide)	-	-	-	-	-	-	-
OCCUPANCY COSTS							
Rent	62,754	10,676	52,078	12,872	1,920	2,002	14,421
Heating Costs	58,238	7,213	51,025	6,756	1,604	914	1,604
Other Utilities	147,634	24,088	123,546	22,275	5,434	4,472	5,433
Maintenance and Repairs	126,668	19,107	107,561	11,996	10,137	3,368	8,027
Taxes	5,281	-	5,281	-	-	-	-
CONSUMABLE SUPPLIES							
Office	222,259	61,685	160,574	40,647	9,662	3,607	24,826
Building/Household	49,480	7,628	41,852	6,397	3,526	4,131	2,174
Educational/Training	28,029	-	28,029	23,196	-	30	-
Food	60,207	8,534	51,673	4,308	1,669	17,143	1,481
Medical	4,538	369	4,169	532	92	490	235
Other Consumable Supplies	-	-	-	-	-	-	-
ADVERTISING	52,619	19,141	33,478	6,390	2,903	765	2,882
PRINTING	49,071	24,173	24,898	4,433	1,610	55	9,633
TELEPHONE/ COMMUNICATIONS	174,635	25,436	149,199	29,149	22,988	4,868	12,538
POSTAGE/SHIPPING	25,347	9,358	15,989	3,905	1,545	770	1,443
TRANSPORTATION							
Staff	317,593	40,903	276,690	89,869	542	155	56
Clients	30,979	3,805	27,174	1,860	28	12,737	-
Client Services	-	-	-	-	-	-	-
INSURANCE							
Malpractice and Bonding	160,982	13,270	147,712	29,192	27,444	6,571	16,233
Vehicles	14,628	897	13,731	2,017	-	7,465	-
Comp. Property & Liab.	17,578	3,604	13,974	1,993	601	540	601
INTEREST EXPENSE	294,538	125,237	169,301	55,436	14,817	19,405	14,844
IN-KIND EXPENSE	170,784	-	170,784	5,200	-	-	-
DEPRECIATION AND AMORTIZATION							
EQUIPMENT MAINTENANCE	629,829	103,750	526,079	159,093	25,737	20,358	45,742
MEMBERSHIP DUES	26,166	8,709	17,457	3,373	1,173	1,170	2,264
OTHER EXPENDITURES	33,322	23,193	10,129	1,146	90	1,753	1,100
TOTAL EXPENSES	112,485	35,136	77,349	28,082	3,280	-	13,326
TOTAL EXPENSES	21,577,080	2,122,063	19,455,017	4,314,453	1,416,525	497,726	2,883,810
ADMIN ALLOCATION	-	(2,093,484)	2,093,484	479,997	157,589	55,372	320,831
TOTAL PROGRAM EXPENSES	<u>21,577,080</u>	<u>28,579</u>	<u>21,548,501</u>	<u>4,794,450</u>	<u>1,574,114</u>	<u>553,098</u>	<u>3,204,641</u>
SURPLUS/(DEFICIT)	<u>\$ 619,184</u>	<u>\$ -</u>	<u>\$ 619,184</u>	<u>\$ 452,060</u>	<u>\$ (50,650)</u>	<u>\$ 90,821</u>	<u>\$ (130,138)</u>

ACT Team	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)	2014
\$ 778,133	\$ 3,909,433	\$ 6,300	\$ 406,393	\$ -	\$ 658,246	\$ 329,082	\$ 26,311	\$ 124,122	\$ 13,009,356
250,676	970,452	220	117,064	-	178,327	35,268	699	32,867	3,002,183
54,380	286,737	488	30,690	-	50,716	21,021	1,804	9,742	966,491
-	37,389	11,500	-	-	-	-	-	-	263,688
-	-	-	-	-	-	-	-	-	44,940
-	-	750	-	-	-	-	-	-	30,391
906	44,315	-	1,075	485,830	118,946	2,626	2,611	12,182	745,975
83	599	-	468	-	263	-	-	-	8,760
2,279	15,958	-	2,286	-	1,985	-	-	100	51,194
-	-	-	-	-	-	-	-	-	1,039
1,361	1,652	-	-	-	-	-	3,450	14,400	60,331
3,117	15,891	-	-	-	21,139	-	-	-	54,835
8,180	31,997	-	10,861	-	34,894	-	-	-	159,457
6,091	31,808	1,071	4,577	-	30,472	-	-	14	134,966
-	-	-	-	-	5,281	-	-	-	24,727
8,076	51,886	-	10,066	-	10,067	-	-	1,737	177,686
2,337	7,079	-	6,267	-	9,941	-	-	-	72,428
1,802	2,057	-	-	-	-	-	944	-	28,847
647	6,685	-	16,132	-	3,047	-	-	561	60,628
34	1,918	-	174	-	677	-	-	17	3,457
-	-	-	-	-	-	-	-	-	7,066
1,626	12,399	1,797	1,676	-	2,615	-	-	425	35,398
538	7,937	203	118	-	137	-	-	234	18,878
12,110	40,762	554	10,713	-	14,377	569	-	571	172,952
678	5,152	-	454	-	1,523	341	9	169	22,875
26,869	147,307	32	1,595	-	9,777	-	-	488	341,743
-	1,721	-	3,668	-	4,129	70	-	2,961	36,647
-	-	-	-	-	-	-	-	-	1,134
4,255	45,836	-	8,511	-	8,320	-	-	1,350	178,223
-	140	-	2,197	-	1,885	27	-	-	11,049
1,442	3,410	-	1,501	-	3,180	346	-	360	17,346
18,393	22,133	-	-	-	24,273	-	-	-	301,964
-	-	-	144,886	-	20,698	-	-	-	170,784
48,469	142,214	-	7,165	-	74,035	-	-	3,266	660,103
1,329	4,173	-	2,142	-	1,347	-	-	486	21,723
2,029	3,971	-	40	-	-	-	-	-	25,725
2,090	22,819	-	2,375	-	3,450	445	883	599	271,797
1,237,930	5,875,830	22,915	793,094	485,830	1,293,747	389,795	36,711	206,651	21,196,786
137,722	653,698	-	88,234	7,200	131,108	43,366	1,835	16,532	-
1,375,652	6,529,528	22,915	881,328	493,030	1,424,855	433,161	38,546	223,183	21,196,786
\$ (206,878)	\$ 326,177	\$ (2,947)	\$ 12,270	\$ (79,775)	\$ 32,352	\$ 171,127	\$ (730)	\$ 5,495	\$ 183,093

Riverbend Community Mental Health, Inc.
 ANALYSIS OF DHHS-BBH REVENUES, RECEIPTS AND RECEIVABLES
 For the Year Ended June 30, 2015

	<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)	\$ 512,337	\$ (512,337)	\$ -	\$ (8,945)

Analysis of Receipts:

<u>BBH & Federal Fund Payments</u>	
8/27/2014	\$ 67,239
9/23/2014	3,663
11/6/2014	55,063
11/6/2014	3,663
11/24/2014	39,026
12/23/2014	70,934
12/23/2014	3,113
1/20/2015	24,245
2/19/2015	29,161
3/2/2015	58,718
3/26/2015	73,274
4/3/2015	10,897
5/1/2015	23,383
5/21/2015	8,741
6/10/2015	3,665
6/10/2015	5,288
6/25/2015	9,890
7/15/2015	5,000
7/15/2015	17,374
	<u>\$ 512,337</u>

Riverbend Community Mental Health, Inc.
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2015

	<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	\$ 560,902	\$ 2,614,941	\$ (1,983,859)	\$(292,948)	\$ (536,921)	\$ 362,115
Blue Cross/Blue Shield	41,607	515,623	(171,367)	4,078	(356,139)	33,802
Medicaid	1,220,061	22,178,207	(7,389,854)	539,782	(15,842,035)	706,161
Medicare	152,723	932,125	(164,733)	5,369	(769,714)	155,770
Other insurance	147,944	1,848,316	(494,735)	28,257	(1,361,365)	168,417
Other program fees	<u>1,548</u>	<u>353,737</u>	<u>(2,656)</u>	<u>162</u>	<u>(353,288)</u>	<u>(497)</u>
TOTALS	<u>\$ 2,124,785</u>	<u>\$ 28,442,949</u>	<u>\$ (10,207,204)</u>	<u>\$ 284,700</u>	<u>\$ (19,219,462)</u>	<u>\$ 1,425,768</u>

Riverbend Community Mental Health, Inc.

BOARD OF DIRECTORS

02/2016

CHAIR

HAYES, Randy
Joined: 05-2007
Term Length: 8 yrs.
Expires: 06-2016

VICE CHAIR

MILLER, Meg
Joined: 03-2007
Term Length: 8 yrs.
Expires: 06-2016

SECRETARY

DUVAL, John
Joined: 09-2012
Term Length: 3 yrs.
Expires: 06-2019

ASSISTANT SECRETARY

COVELL, Andrea

BAHATI, Bijoux
Joined: 02-2016
Term Length: 3 yrs.
Expires: 06-2022

BARTHELMES, John

Joined: 04-2014
Term Length: 3 yrs.
Expires: 06-2020

BLUME, Peg

Joined: 06-2009
Term Length: 6 yrs./1 yr.
Expires: 06-2016

BOUCHER, Frank

Joined: 09-2015
Term Length: 3 yrs.
Expires: 06-2021

CAWLEY, David

Joined: 08-2010
Term Length: 5 yrs.
Expires: 06-2017

COMBS, Leslie

Joined: 09-2015
Term Length: 3 yrs.
Expires: 06-2021

COURET, Michel

Joined: 08-2010
Term Length: 5 yrs.
Expires: 06-2017

HARKER, Travis, MD

Joined: 09-2015
Term Length: 3 yrs.
Expires: 06-2019

HASTINGS, John

Joined: 036-2009
Term Length: 3 yrs.
Expires: 06-2018

HODDER, Lucy

Joined: 09-2015
Term Length: 3 yrs.
Expires: 06-2021

KHATIWADA, Bhagirath

Joined: 06-2015
Term Length: 3 yrs.
Expires: 06-2-2021

LEVCHUK, Karen

Joined: 01-2012
Term Length: 3 yrs.
Expires: 06-2018

SAVAGE, Jill

Joined: 04-2012
Term Length: 3 yrs.
Expires: 06-2018

SOBELSON, Carol, MS, LICSW

Joined: 02-2016
Term Length: 3 yrs.
Expires: 06-2022

WALKER, Leslie

CPA
Joined: 05-2015
Term Length: 3 yrs.
Expires: 06-2021

Ex Officio

EVERS, Peter, CEO
Riverbend Community MH, Inc.

Ex Officio

STEIGMEYER, Robert, CEO
Concord Hospital

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 - SFY 2017

NH Department of Health and Human Services

Contractor Name:

Riverbend Community Mental Health, Inc.

NAME	JOB TITLE	FTEs	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Executive Director	Peter Evers	1.00	\$204,750	1.64%	\$3,350.23
Chief Financial Officer	Allan Moses	1.00	\$116,569	1.64%	\$1,907.37
Medical Director	Oswaldo Evangelista	1.00	\$230,000	1.64%	\$3,763.39
Chief Operations Officer	Bret Longgood	1.00	\$110,069	1.64%	\$1,801.01
			\$0	0.00%	\$0.00
			\$0	0.00%	\$0.00
TOTAL SALARIES					\$10,822.00

BBH Funding	\$ 375,624.00
Total Agency Revenues	\$ 22,956,315.00
% BBH Contrib.	2%

Date of submission

1/20/2016

Subject: Mental Health Services & PATH Services

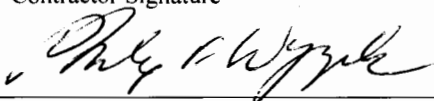
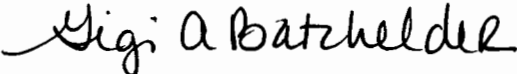
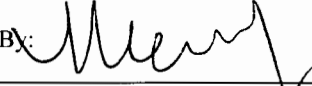
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Behavioral Health, Bureau of Mental Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Family Services		1.4 Contractor Address 64 Main Street Keene, NH 03431	
1.5 Contractor Phone Number 603-357-4400	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$413,840
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Philip F. Wyzik, CEO	
1.13 Acknowledgement: State of NH , County of Cheshire On 5/25/16 , 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 Gigi A. Batzhelder, Notary Public			
1.14 State Agency Signature  Date: 5/27/16		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan York - Attorney On: 4/12/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials DFW
Date MAY 25 2016

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 OPW
Date 5/25/16

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



I. SERVICES

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

II. QUALITY IMPROVEMENT

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

III. SUBSTANCE USE SCREENING

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

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

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

ppw
5/25/16

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



F. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.

V. COORDINATION WITH PRIMARY CARE PROVIDER

A. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.

B. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

VI. TRANSITION OF CARE

A. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.

B. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

VII. APPLICATION FOR OTHER SERVICES

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

VIII. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

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

IX. MAINTENANCE OF FISCAL INTEGRITY

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

- B. In the event that the Contractor does not meet either:
1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that B. 1. and/or B. 2 has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

X. REPORTING REQUIREMENTS

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

XI. REDUCTION OR SUSPENSION OF FUNDING

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

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

XIII. DATA REPORTING

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



XV. EMERGENCY SERVICES

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

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS (ACT)

A. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).

B. The Contractor shall report their level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS. The Adult ACT Infrastructure Compliance Report shall be included with the invoices submitted for payment of Adult ACT Team funds as defined in Exhibit B.

C. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.

B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 18.6 percent by June 30, 2017. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2016.

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

A. The Contractor shall participate in the development of plans to transition individuals at NHH and Glencliff to the community.

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

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

XX. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

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

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

C. Activities that may be funded:

1. Costs Associated with Phoenix Database:

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

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

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

D. Other conditions for payment:

1. Progress Reports from the Contractor shall:

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

2. Payments:

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

XXI. MILITARY CULTURE/AWARENESS INITIATIVE

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

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

EXHIBIT B
METHODS OF PAYMENT
FY 2017

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

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

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

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

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

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

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

D. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

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

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

2. Medicaid enrolled individuals:

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

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

3. Other insurance/payors:

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

- F. 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

G. Other Contract Programs:

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

Program To Be Funded	Amount
Div. for Children Youth and Families (DCYF) Consultation	1,770
Assertive Community Treatment Team (ACT)	225,000
Emergency Services	132,590
Behavioral Health Services Information System (BHSIS)	5,000
Military Culture/Awareness Initiative	12,480
Homeless and Housing Federal Grant	37,000
Total	\$413,840

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

The invoice must be submitted to:

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

4. Emergency Services: The Department shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section XV, Emergency Services.

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



SPECIAL PROVISIONS

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

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



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



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

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



Default"):

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

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

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



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

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

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

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

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

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

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

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

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

9.5.1. The Contractor shall submit the following fiscal reports:

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

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

[Handwritten initials]

5/25/16



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

11. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:

ppw

5/25/16



ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

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



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

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



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

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



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name:

5/25/16
Date

Philip W. Wyzeh
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:

5/25/16
Date

Philip Wagner
Name:
Title: 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

PPW



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:

5/25/16
Date

Philip Lynch
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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

5/25/16
Date

Philip Wyzanski
Name:
Title: CEO

Exhibit G

Contractor Initials P.W.

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:

5/25/16
Date

Philip Wyzek
Name:
Title: CEO

Contractor Initials PTW
Date 5/25/16



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

PHW

5/25/16



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

5/27/16
Date

MONADNOCK FAMILY SERVICES
Name of the Contractor

Philip Wyzik
Signature of Authorized Representative

PHILIP F WYZIK
Name of Authorized Representative

CEO
Title of Authorized Representative

5-25-2016
Date



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

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

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

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

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

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

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

Contractor Name:

5/25/16
Date

Philip Vezina
Name:
Title: CEO

Contractor Initials *PV*
Date 5/25/16



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: 0739666699
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

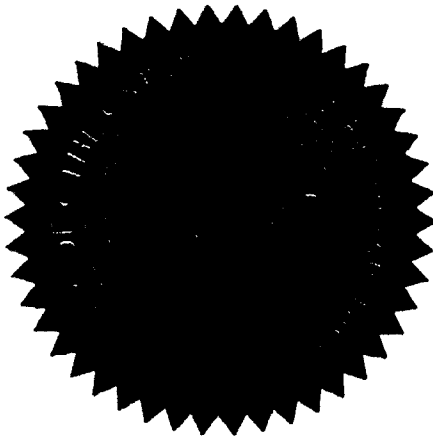
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

State of New Hampshire
Department of 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 formed March 5, 1924. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Sharon Price Stout, do hereby certify that:

1. I am the duly elected Clerk of Monadnock Family Services.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on Wednesday May 25, 2016.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

**To Provide: Mental Health Services, and
Projects for Assistance in Transition from Homelessness (PATH) Services.**

RESOLVED: That the Chief Executive Officer hereby is 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of Wednesday, May 25, 2016.
4. Phil Wyzik is duly elected Chief Executive Officer of the Corporation.

(Seal)
(Corporation)

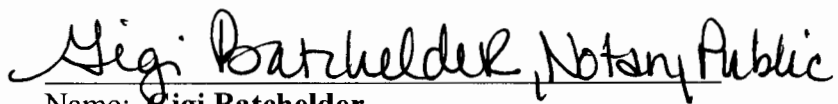

(Signature of Board Secretary)

State of New Hampshire

County of Cheshire

The foregoing instrument was acknowledged before me this 25 day of May, 2016

by Sharon Price Stout.



Name: Gigi Batchelder
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: June 4, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/15/2016

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 Masiello Insurance Agency 69-A Island Street, Suite 1 Keene NH 03431	CONTACT NAME: Barbara Patnode, CPCU, Sr VP PHONE (A/C, No, Ext): (603) 283-1841 FAX (A/C, No): (603) 352-8367 E-MAIL ADDRESS: barbarap@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: NIF 16-17 w/LM 15-16 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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	01CE919572-0	1/23/2016	1/23/2017	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> AI per written contract						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Employees/Volunteers AI						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO			BA9097814	7/19/2015	7/19/2016	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured Motorists - BI \$ 1,000,000
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			01SU41753820	1/23/2016	1/23/2017	AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	WC9014927	7/19/2015	7/19/2016	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			HLP7767493L	1/23/2016	1/23/2017	Each Occurrence 1,000,000
	Occurrence Form						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 B Patnode, VP, CPCU/B <i>Barbara Patnode</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, 2015 AND 2014
AND
INDEPENDENT AUDITORS' REPORT

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

MONADNOCK FAMILY SERVICES, INC.

JUNE 30, 2015

TABLE OF CONTENTS

FINANCIAL STATEMENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Financial Statements:	
Statement of Financial Position	3
Statement of Activities	4
Statement of Cash Flows	5
Statement of Functional Expenses	6 - 8
Notes to Financial Statements	9 - 16

SUPPLEMENTARY INFORMATION

Schedule of Functional Revenues	17 - 19
---------------------------------	---------

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, 2015 and 2014, 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, 2015.

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, 2015 and 2014, and its cash flows for the years then ended, and the changes in its nets assets for the year ended June 30, 2015 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, 2014 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 23, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014, 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 1, 2015
Wolfeboro, New Hampshire

MONADNOCK FAMILY SERVICES, INC.**STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2015 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION****ASSETS**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015 Total</u>	<u>2014 Total</u>
CURRENT ASSETS					
Cash and equivalents	\$ 510,768	\$ 76,453	\$ -	\$ 587,221	\$ 313,775
Accounts receivable:					
Client fees	303,453	-	-	303,453	395,823
Medicaid and Medicare	427,009	-	-	427,009	904,044
Insurance	69,783	-	-	69,783	126,694
Other	28,029	-	-	28,029	14,317
Allowance for doubtful accounts	(397,985)	-	-	(397,985)	(521,193)
Prepaid expenses	<u>63,756</u>	<u>-</u>	<u>-</u>	<u>63,756</u>	<u>46,202</u>
Total current assets	<u>1,004,813</u>	<u>76,453</u>	<u>-</u>	<u>1,081,266</u>	<u>1,279,662</u>
PROPERTY					
Furniture, fixtures and equipment	458,877	-	-	458,877	656,724
Vehicles	132,658	-	-	132,658	132,658
Building and leasehold improvements	<u>120,171</u>	<u>-</u>	<u>-</u>	<u>120,171</u>	<u>94,341</u>
Total	711,706	-	-	711,706	883,723
Less accumulated depreciation	<u>484,509</u>	<u>-</u>	<u>-</u>	<u>484,509</u>	<u>608,490</u>
Property, net	<u>227,197</u>	<u>-</u>	<u>-</u>	<u>227,197</u>	<u>275,233</u>
OTHER ASSETS					
Due from affiliates	119,198	-	-	119,198	65,252
Interest in net assets of Foundation	<u>371,090</u>	<u>144,200</u>	<u>81,214</u>	<u>596,504</u>	<u>614,201</u>
Total other assets	<u>490,288</u>	<u>144,200</u>	<u>81,214</u>	<u>715,702</u>	<u>679,453</u>
Total assets	<u>\$ 1,722,298</u>	<u>\$ 220,653</u>	<u>\$ 81,214</u>	<u>\$ 2,024,165</u>	<u>\$ 2,234,348</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES					
Demand notes payable	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ 275,000
Current portion of capital lease obligations	4,771	-	-	4,771	20,486
Accounts payable	140,504	-	-	140,504	102,505
Due to State of New Hampshire	17,387	-	-	17,387	242,921
Accrued salaries, wages, and related expenses	507,858	-	-	507,858	418,727
Other current liabilities	<u>35,988</u>	<u>-</u>	<u>-</u>	<u>35,988</u>	<u>22,187</u>
Total current liabilities	<u>806,508</u>	<u>-</u>	<u>-</u>	<u>806,508</u>	<u>1,081,826</u>
LONG TERM LIABILITIES					
Capital lease obligations, net of current portion as shown above	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,777</u>
Total long term liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,777</u>
Total liabilities	<u>806,508</u>	<u>-</u>	<u>-</u>	<u>806,508</u>	<u>1,086,603</u>
NET ASSETS					
Unrestricted	915,790	-	-	915,790	846,766
Temporarily restricted	-	220,653	-	220,653	219,765
Permanently restricted	<u>-</u>	<u>-</u>	<u>81,214</u>	<u>81,214</u>	<u>81,214</u>
Total net assets	<u>915,790</u>	<u>220,653</u>	<u>81,214</u>	<u>1,217,657</u>	<u>1,147,745</u>
Total liabilities and net assets	<u>\$ 1,722,298</u>	<u>\$ 220,653</u>	<u>\$ 81,214</u>	<u>\$ 2,024,165</u>	<u>\$ 2,234,348</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015 Total</u>	<u>2014 Total</u>
CHANGES IN NET ASSETS					
Public support and revenue					
Program service fees	\$ 7,826,086	\$ -	\$ -	\$ 7,826,086	\$ 7,650,039
Federal funding	526,219	-	-	526,219	382,014
Donations	252,178	-	-	252,178	1,535,442
United Way	217,147	-	-	217,147	210,499
Local/County government	189,707	-	-	189,707	169,646
Program sales	111,028	-	-	111,028	102,815
Other public support	86,422	-	-	86,422	241,247
State of New Hampshire	-	-	-	-	74,346
Rental income	31,287	-	-	31,287	37,842
Net gain (loss) on beneficial interest in Foundation	(18,585)	888	-	(17,697)	(369,578)
Other income	<u>115,031</u>	<u>-</u>	<u>-</u>	<u>115,031</u>	<u>35,062</u>
Total public support and revenue	<u>9,336,520</u>	<u>888</u>	<u>-</u>	<u>9,337,408</u>	<u>10,069,374</u>
Expenses					
Program services					
Maintenance	1,118,414	-	-	1,118,414	1,059,703
Children & adolescents	2,233,203	-	-	2,233,203	2,520,408
Older adult services	812,569	-	-	812,569	828,691
Emergency services/assessment	689,208	-	-	689,208	680,092
Restorative partial hospital	144	-	-	144	83,294
Vocational services	72,850	-	-	72,850	121,365
Non-eligibles	204,791	-	-	204,791	419,033
Multi-service team	1,269,400	-	-	1,269,400	1,267,050
ACT team	467,616	-	-	467,616	296,571
Community residence	510,597	-	-	510,597	594,113
Supportive living	74,277	-	-	74,277	53,047
Community education & training	152,063	-	-	152,063	136,543
Other non-BBH	930,292	-	-	930,292	1,022,663
Supporting activities					
Administration	<u>732,072</u>	<u>-</u>	<u>-</u>	<u>732,072</u>	<u>739,320</u>
Total expenses	<u>9,267,496</u>	<u>-</u>	<u>-</u>	<u>9,267,496</u>	<u>9,821,893</u>
CHANGES IN NET ASSETS	69,024	888	-	69,912	247,481
NET ASSETS - BEGINNING OF YEAR	<u>846,766</u>	<u>219,765</u>	<u>81,214</u>	<u>1,147,745</u>	<u>900,264</u>
NET ASSETS - END OF YEAR	<u>\$ 915,790</u>	<u>\$ 220,653</u>	<u>\$ 81,214</u>	<u>\$ 1,217,657</u>	<u>\$ 1,147,745</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2015 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015 Total</u>	<u>2014 Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES					
Change in net assets	\$ 69,024	\$ 888	\$ -	\$ 69,912	\$ 247,481
Adjustments to reconcile change in net assets to net cash from operating activities:					
Depreciation and amortization	73,660	-	-	73,660	108,500
Change in allowance for doubtful accounts	(123,208)	-	-	(123,208)	(137,465)
(Gain) loss on beneficial interest in Foundation	18,585	(888)	-	17,697	369,578
Contributed property	-	-	-	-	-
(Increase) decrease in assets:					
Accounts receivable	612,810	-	-	612,810	45,073
Prepaid expenses	(17,554)	-	-	(17,554)	16,423
Increase (decrease) in liabilities:					
Accounts payable	37,999	-	-	37,999	(38,922)
Due to State of New Hampshire	(225,534)	-	-	(225,534)	242,921
Accrued salaries, wages, and related expenses	89,131	-	-	89,131	134,666
Other current liabilities	13,801	-	-	13,801	(24,155)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>548,714</u>	<u>-</u>	<u>-</u>	<u>548,714</u>	<u>964,100</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
(Increase) decrease in due from affiliate	(53,946)	-	-	(53,946)	597
Additions to property and equipment	<u>(25,830)</u>	<u>-</u>	<u>-</u>	<u>(25,830)</u>	<u>(12,791)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(79,776)</u>	<u>-</u>	<u>-</u>	<u>(79,776)</u>	<u>(12,194)</u>
CASH FLOWS FROM FINANCING ACTIVITIES					
Net repayment of capital lease obligations	(20,492)	-	-	(20,492)	(45,566)
Net repayments on demand notes payable	<u>(175,000)</u>	<u>-</u>	<u>-</u>	<u>(175,000)</u>	<u>(819,782)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(195,492)</u>	<u>-</u>	<u>-</u>	<u>(195,492)</u>	<u>(865,348)</u>
NET INCREASE IN CASH AND EQUIVALENTS	273,446	-	-	273,446	86,558
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>237,322</u>	<u>76,453</u>	<u>-</u>	<u>313,775</u>	<u>227,217</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 510,768</u>	<u>\$ 76,453</u>	<u>\$ -</u>	<u>\$ 587,221</u>	<u>\$ 313,775</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:					
Cash paid for interest				<u>\$ 6,828</u>	<u>\$ 36,679</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
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	\$ 804,856	\$ 1,367,492	\$ 477,146	\$ 462,958	\$ -	\$ 44,095
Employee benefits	121,538	403,510	131,222	104,013	-	13,638
Payroll taxes	57,264	95,373	35,208	33,253	-	3,178
PROFESSIONAL FEES						
Substitute staff	22,125	44,356	288	317	-	42
Audit fees	3,291	11,052	3,552	2,758	-	406
Legal fees	1,512	5,072	1,622	1,257	-	189
Other professional fees	102	262	-	155	-	-
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	321	324	123	158	-	(1)
In-Service training	26	-	-	-	-	-
Conferences and conventions	1,072	579	168	753	-	250
Other staff development	1,988	2,424	326	513	-	-
OCCUPANCY COSTS						
Rent	48,689	99,928	38,410	39,862	-	5,079
Heating costs	-	-	-	-	-	-
Other utilities	3	71	2	2	-	-
Repairs and maintenance	349	1,248	914	272	-	39
Taxes	-	-	-	-	-	-
Other occupancy costs	6,033	6,540	4,228	5,372	-	625
CONSUMABLE SUPPLIES						
Office supplies and equipment	3,764	8,619	5,577	2,653	-	528
Building and household	725	518	1,196	633	-	89
Educational and training	-	45	-	140	-	-
Food	417	11,226	19,996	253	-	113
Medical supplies	3,971	759	1,368	15	-	-
Other consumable supplies	2,756	3,750	1,262	1,018	-	88
DEPRECIATION						
	3,422	10,115	24,042	3,183	-	433
EQUIPMENT RENTAL						
	1,545	6,223	1,762	1,133	-	155
EQUIPMENT MAINTENANCE						
	368	1,237	398	309	-	45
ADVERTISING						
	1,776	5,296	1,482	1,057	-	291
PRINTING						
	52	390	27	36	-	5
TELEPHONE						
	6,573	25,603	9,970	13,484	-	851
POSTAGE						
	406	1,106	327	299	-	48
TRANSPORTATION						
Staff	3,098	79,848	10,160	7,090	144	1,750
Clients	-	55	26,004	80	-	-
ASSISTANCE TO INDIVIDUALS						
Client services	152	11,706	1,297	55	-	18
INSURANCE						
Malpractice and bonding	14,340	9,944	3,122	1,541	-	227
Vehicles	-	-	5,233	-	-	-
Comprehensive property and liability	5,422	18,218	5,867	4,560	-	664
MEMBERSHIP DUES						
	458	334	162	26	-	-
INTEREST EXPENSE						
	-	-	-	-	-	-
OTHER						
	-	(20)	108	-	-	5
TOTAL FUNCTIONAL EXPENSES	<u>\$ 1,118,414</u>	<u>\$ 2,233,203</u>	<u>\$ 812,569</u>	<u>\$ 689,208</u>	<u>\$ 144</u>	<u>\$ 72,850</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
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	\$ 107,057	\$ 737,916	\$ 283,774	\$ 218,466	\$ 28,383	\$ 101,470
Employee benefits	38,108	238,244	91,463	45,234	7,991	25,061
Payroll taxes	7,403	54,551	19,293	16,206	2,106	7,625
PROFESSIONAL FEES						
Substitute staff	281	630	545	164,440	-	-
Audit fees	1,104	6,588	2,352	1,356	190	671
Legal fees	512	3,024	1,063	634	84	306
Other professional fees	-	-	115	-	-	-
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	66	148	(6)	216	(1)	(2)
In-Service training	-	9	-	-	-	-
Conferences and conventions	66	1,094	810	15	95	745
Other staff development	913	2,612	374	-	-	33
OCCUPANCY COSTS						
Rent	20,699	77,066	21,415	6,273	32,145	5,150
Heating costs	1,455	130	-	-	-	-
Other utilities	999	13	1	1	-	-
Repairs and maintenance	124	567	164	1,134	-	39
Taxes	-	-	-	-	-	-
Other occupancy costs	7,377	9,085	2,665	8	-	681
CONSUMABLE SUPPLIES						
Office supplies and equipment	1,960	5,868	2,010	3,126	50	205
Building and household	384	1,218	488	4,666	-	2
Educational and training	-	-	-	-	-	-
Food	165	1,873	603	22,391	8	267
Medical supplies	218	446	328	453	68	25
Other consumable supplies	205	4,125	961	340	42	120
DEPRECIATION						
	1,200	7,044	2,398	4,448	164	590
EQUIPMENT RENTAL						
	843	3,177	899	161	14	351
EQUIPMENT MAINTENANCE						
	123	737	264	151	21	75
ADVERTISING						
	604	2,506	1,992	1,213	13	491
PRINTING						
	20	423	32	-	-	322
TELEPHONE						
	7,857	16,887	7,183	7,526	1,413	3,272
POSTAGE						
	413	725	225	45	(2)	177
TRANSPORTATION						
Staff	1,523	42,734	7,784	1,540	1,068	1,760
Clients	-	5,058	-	4,006	-	-
ASSISTANCE TO INDIVIDUALS						
Client services	99	30,288	13,198	1,815	-	38
INSURANCE						
Malpractice and bonding	617	3,681	1,314	757	106	375
Vehicles	-	-	-	1,766	-	64
Comprehensive property and liability	1,811	10,859	3,907	2,214	319	1,110
MEMBERSHIP DUES						
	585	9	-	-	-	940
INTEREST EXPENSE						
	-	-	-	-	-	-
OTHER						
	-	65	2	(4)	-	100
TOTAL FUNCTIONAL EXPENSES	\$ 204,791	\$ 1,269,400	\$ 467,616	\$ 510,597	\$ 74,277	\$ 152,063

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Other Non-BBH</u>	<u>Total Programs</u>	<u>Administration</u>	<u>2015 Totals</u>	<u>2014 Totals</u>
PERSONNEL COSTS					
Salaries and wages	\$ 483,828	\$ 5,117,441	\$ 434,264	\$ 5,551,705	\$ 5,686,574
Employee benefits	150,033	1,370,055	90,653	1,460,708	1,508,532
Payroll taxes	34,691	366,151	27,530	393,681	453,563
PROFESSIONAL FEES					
Substitute staff	12,443	245,467	9,274	254,741	337,681
Audit fees	3,661	36,981	(282)	36,699	36,500
Legal fees	1,681	16,956	768	17,724	10,022
Other professional fees	26,285	26,919	20,547	47,466	43,173
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	141	1,487	753	2,240	890
In-Service training	-	35	-	35	-
Conferences and conventions	704	6,351	1,479	7,830	12,702
Other staff development	1,950	11,133	499	11,632	10,703
OCCUPANCY COSTS					
Rent	49,679	444,395	72,293	516,688	596,575
Heating costs	-	1,585	-	1,585	1,565
Other utilities	-	1,092	4	1,096	960
Repairs and maintenance	296	5,146	82	5,228	17,979
Taxes	-	-	-	-	3,143
Other occupancy costs	10,844	53,458	22,033	75,491	77,604
CONSUMABLE SUPPLIES					
Office supplies and equipment	13,550	47,910	6,785	54,695	52,676
Building and household	1,356	11,275	866	12,141	14,705
Educational and training	-	185	-	185	789
Food	1,007	58,319	203	58,522	59,239
Medical supplies	2	7,653	-	7,653	6,531
Other consumable supplies	20,601	35,268	553	35,821	31,696
DEPRECIATION	13,844	70,883	2,777	73,660	108,500
EQUIPMENT RENTAL	2,026	18,289	2,657	20,946	18,577
EQUIPMENT MAINTENANCE	26,110	29,838	188	30,026	28,817
ADVERTISING	17,420	34,141	905	35,046	27,571
PRINTING	5,870	7,177	308	7,485	12,367
TELEPHONE	17,114	117,733	6,498	124,231	144,706
POSTAGE	9,297	13,066	1,383	14,449	16,603
TRANSPORTATION					
Staff	3,497	161,996	4,807	166,803	215,894
Clients	-	35,203	-	35,203	31,063
ASSISTANCE TO INDIVIDUALS					
Client services	3,435	62,101	40	62,141	54,602
INSURANCE					
Malpractice and bonding	2,045	38,069	937	39,006	36,201
Vehicles	-	7,063	-	7,063	7,169
Comprehensive property and liability	6,374	61,325	3,060	64,385	64,444
MEMBERSHIP DUES	1,167	3,681	525	4,206	7,294
INTEREST EXPENSE	224	224	8,704	8,928	38,779
OTHER	9,117	9,373	10,979	20,352	45,504
TOTAL FUNCTIONAL EXPENSES	<u>\$ 930,292</u>	<u>\$ 8,535,424</u>	<u>\$ 732,072</u>	<u>\$ 9,267,496</u>	<u>\$ 9,821,893</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

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, 2015 and 2014, 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 \$73,660 and \$108,500 for the years ended June 30, 2015 and 2014, 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, 2014, 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 .

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 \$633,841 and \$638,538 at June 30, 2015 and 2014, respectively. The cost basis of the Foundation's assets was \$612,213 and \$564,383 at June 30, 2015 and 2014, 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, 2015. The maximum amount available at June 30, 2015 and 2014 was \$250,000. At June 30, 2015 and 2014 the interest rate was stated at 4%. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 11). At June 30, 2015 and , \$0 and \$175,000 was outstanding under this demand note payable.

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 maximum amount available is \$100,000 and the interest rate is stated at 2.1%. At June 30, 2015 and 2014 \$100,000 was outstanding under the demand note payable.

For the years ended June 30, 2015 and 2014, interest expense under the demand notes payable was \$8,927 and \$38,779, 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, 2015 and . 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, 2015 and 2014 were \$42,032 and \$48,084, respectively.

7. **CONCENTRATION OF RISK**

For the years ended June 30, 2015 and 2014 approximately 76% and 66% 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 52% and 85% of the total accounts receivable balances at June 30, 2015 and 2014, 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 one to ten years. Rent expense under these agreements aggregated \$537,632 and \$615,152 for the years ended June 30, 2015 and 2014, respectively.

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2016	\$ <u>18,128</u>
Total	\$ <u>18,128</u>

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

9. **CAPITAL LEASE OBLIGATIONS**

The Organization has entered into capital lease agreements for computer software and computer equipment. The economic substance of the leases is that the Organization is financing the acquisition of the equipment through the leases. These capital leases have interest rates between 6.24% and 8.83%. These capital leases are due in monthly installments aggregating \$3,835 in June 2015 and \$4,632 in June 2014 and have maturity dates ranging from September 2014 through January 2016.

At June 30, 2015 and 2014 the Organization had gross capitalized costs of capital leases of \$117,258 and \$124,269, respectively, and accumulated depreciation of \$85,803 and \$65,044, respectively.

The remaining commitment under the lease agreements are as follows:

Year Ending <u>June 30</u> 2016	<u>Amount</u>
	\$ 4,917
Total minimum lease payments	4,917
Less: amount representing interest	<u>(453)</u>
Present value of net minimum lease payments	4,771
Less: amount due within one year	<u>(4,771)</u>
Long term portion of net minimum lease payments	<u>\$ -</u>

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 and 2014 \$17,387 and \$242,921, respectively was due to the State of New Hampshire.

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.

<u>Related Party</u>	<u>Function</u>
Monadnock Community Service Center, Inc.	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, 2015 and 2014, the Organization had a receivable due from Monadnock Regional Foundation for Family Services, Inc. in the amount of \$32,906 and \$19,287, respectively. At June 30, 2015 and 2014, the Organization had a receivable due from Monadnock Community Service Center, Inc. in the amount of \$86,292 and \$45,965, 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 \$460,980 and \$540,755 for the years ended June 30, 2015 and 2014, respectively.

Management Fee

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated \$70,355 and \$49,580 for the years ended June 30, 2015 and 2014, respectively.

Demand Note 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, 2015 and 2014 \$100,000 was outstanding under the demand note payable. Interest expense under the demand note payable was \$2,100 for the years ended June 30, 2015 and 2014, respectively.

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, 2015.

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, 2015 and 2014. 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, 2015 and 2014, cash balances in excess of FDIC coverage aggregated \$299,154 and \$65,358, 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 1, 2015, 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, 2015
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	\$ 23,130	\$ 8,239	\$ 199,710	\$ 11,702	\$ (1,361)	\$ 2,992
Medicaid	417,524	2,755,473	487,424	246,464	382	39,664
Medicare	151,152	-	271	(506)	(140)	210
Other Insurance	599,710	83,271	4,638	(44,432)	-	(23,745)
Other program fees	-	140	-	-	-	-
Program Sales:						
Service and Production	-	30	-	103	-	-
Public Support:						
United Way	-	4,667	32,521	72,689	-	-
Local/County Government	422	21,754	-	149,180	-	-
Donations	396	2,955	39,008	-	-	-
Other public support	-	8,550	18,938	-	-	-
State of New Hampshire - BDAS	-	-	-	-	-	-
Federal Funding:						
Other Federal Grants	-	-	15,607	-	-	-
PATH	-	-	-	37,001	-	-
Bureau of Behavioral Health	-	-	-	132,589	-	-
Rental Income	-	-	-	-	-	-
Net (loss) gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	<u>(118,109)</u>	<u>605</u>	<u>993</u>	<u>23,545</u>	<u>549</u>	<u>5,191</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 1,074,225</u>	<u>\$ 2,885,684</u>	<u>\$ 799,110</u>	<u>\$ 628,335</u>	<u>\$ (570)</u>	<u>\$ 24,312</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2015
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	\$ 8,365	\$ 50,487	\$ 11,162	\$ (1,968)	\$ (14,759)	\$ 7,610
Medicaid	21,766	1,984,975	400,194	695,831	15,576	(190)
Medicare	(176)	2,922	6,657	(1,630)	-	-
Other Insurance	18,952	(338,570)	(4,944)	(20,068)	(12,624)	190
Other program fees	-	3,460	-	30,213	-	
Program Sales:						
Service and Production	-	5,070	-	-	-	24,645
Public Support:						
United Way	31,920	-	-	-	-	45,750
Local/County Government	18,351	-	-	-	-	-
Donations	13,453	708	4,000	-	-	11,889
Other public support	790	-	-	-	7,555	50,559
State of New Hampshire - BDAS	-	-	-	-	-	-
Federal Funding:						
Other Federal Grants	-	-	-	-	-	-
PATH	-	-	-	-	-	-
Bureau of Behavioral Health	-	36,563	225,000	-	-	-
Rental Income	-	-	130	4,132	27,025	-
Net (loss) gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	<u>14</u>	<u>78,582</u>	<u>1,494</u>	<u>10,696</u>	<u>2,830</u>	<u>-</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 113,435</u>	<u>\$ 1,824,197</u>	<u>\$ 643,693</u>	<u>\$ 717,206</u>	<u>\$ 25,603</u>	<u>\$ 140,453</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Other Non-BBH</u>	<u>Total Programs</u>	<u>Administration</u>	<u>2015 Totals</u>	<u>2014 Totals</u>
Program fees:					
Net client fees	\$ 250	\$ 305,559	\$ 493	\$ 306,052	\$ 244,198
Medicaid	(240)	7,064,843	(470)	7,064,373	6,932,628
Medicare	-	158,760	-	158,760	138,834
Other Insurance	240	262,618	470	263,088	297,893
Other program fees	-	33,813	-	33,813	36,486
Program Sales:					
Service and Production	-	29,848	81,180	111,028	102,815
Public Support:					
United Way	29,600	217,147	-	217,147	210,499
Local/County Government	-	189,707	-	189,707	169,646
Donations	140,043	212,452	39,726	252,178	1,535,442
Other public support	30	86,422	-	86,422	241,247
State of New Hampshire - BDAS	-	-	-	-	74,346
Federal Funding:					
Other Federal Grants	79,459	95,066	-	95,066	86,648
PATH	-	37,001	-	37,001	36,996
Bureau of Behavioral Health	-	394,152	-	394,152	258,370
Rental Income	-	31,287	-	31,287	37,842
Net (loss) gain on beneficial interest in Foundation	-	-	(17,697)	(17,697)	(369,578)
Other	-	6,390	108,641	115,031	35,062
TOTAL FUNCTIONAL REVENUES	\$ 249,382	\$ 9,125,065	\$ 212,343	\$ 9,337,408	\$ 10,069,374

See Notes to Financial Statements

Monadnock Family Services

Board of Directors

2015 / 2016 (Verified 04-06-16)

CHAIR

Jane Larmon

VICE CHAIR

Elizabeth Cleary

TREASURER

Mike Chelstowski

SECRETARY

Dr. Robert Englund

ASST SECRETARY

Sharon Price Stout

Tom Casey

Diane Croteau

Susan Doyle

JoAnn Fenton

Ann Heffernon

16 Houghton Point North

Molly Lane

Steve McGreal

John Round

Alfred John Santos

Winston Sims

Andrew Weglinski

Louise Zerba

340 Pako Ave

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)

Philip F. Wyzik

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.

Philip F. Wyzik

- “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, July28, 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 - SFY 2017

NH Department of Health and Human Services

Contractor Name: Monadnock Family Services

NAME	JOB TITLE	FTEs	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Phil Wyzik	Chief Executive Officer	1	\$130,000	100.00%	\$130,000.00
Gigi Batchelder	Chief Financial Officer	1	\$90,000	100.00%	\$90,000.00
Marianne Marsh	Chief Medical Officer	1	\$185,000	100.00%	\$185,000.00
			\$0	0.00%	\$0.00
			\$0	0.00%	\$0.00
			\$0	0.00%	\$0.00
TOTAL SALARIES					\$405,000.00

Subject: Mental Health Services & PATH Services

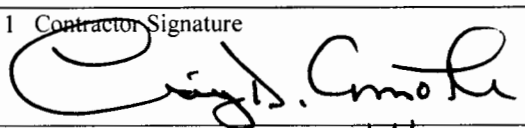
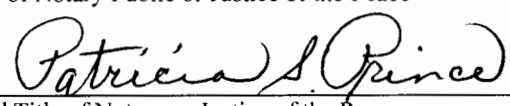
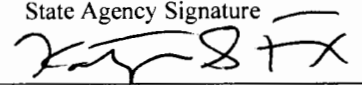
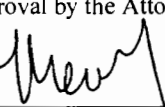
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials CA
Date 5/25/10

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.

New Hampshire Department of Health and Human Services



Exhibit A
Scope of Work
SFY 2017

I. SERVICES

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

II. QUALITY IMPROVEMENT

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

III. SUBSTANCE USE SCREENING

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

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



F. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.

V. COORDINATION WITH PRIMARY CARE PROVIDER

A. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.

B. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

VI. TRANSITION OF CARE

A. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.

B. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

VII. APPLICATION FOR OTHER SERVICES

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

VIII. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

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

IX. MAINTENANCE OF FISCAL INTEGRITY

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



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

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

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- C. The Contractor shall inform the Director of the Bureau of Mental Health Services by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- D. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- E. The Contractor shall provide their Revenue and Expense Budget within fifteen (15) calendar days of the contract effective date.
 - 1. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 2. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

X. REPORTING REQUIREMENTS

- A. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 1. For BMHS Eligible Clients: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 2. For Non-BMHS Eligible Clients: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- B. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- C. The Department approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

XI. REDUCTION OR SUSPENSION OF FUNDING

- A. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



written notification to the Contractor of such material reduction or suspension.

- B. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- C. Any plan devised pursuant to Subsection B., above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
 - 1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 - 2. The Contractor shall continue to provide emergency services to all consumers;
 - 3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 - 4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contractor is faced with a more sudden reduction in ability to deliver said services.
- B. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- D. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- B. The Contractor shall submit consumer demographic and encounter data, including data

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, and timeliness as specified by DHHS.

- C. General requirements for the Phoenix system are as follows:
1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;
 2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files;
 3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days;
 4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and as specified by DHHS to ensure submitted data is current; and
 5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - a. All data is formatted in accordance with the file specifications
 - b. No records will reject due to illegal characters or invalid formatting.
 6. The Contractor shall meet the following standards:
 - a. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS;
 - b. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor;
 - c. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed one (1) year.
 - d. Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the Department the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



XV. EMERGENCY SERVICES

The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS (ACT)

- A.** The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- B.** The Contractor shall report their level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS. The Adult ACT Infrastructure Compliance Report shall be included with the invoices submitted for payment of Adult ACT Team funds as defined in Exhibit B.
- C.** The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- A.** The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- B.** The Contractor shall increase the penetration rate of individuals receiving EBSE to 18.6 percent by June 30, 2017. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.
- C.** The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2016.

XVIII. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND GLENCLIFF HOME

- A.** The Contractor shall participate in the development of plans to transition individuals at NHH and Glenclyff to the community.
- B.** The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, Glenclyff, and Transitional Housing Services that will

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



include, among other things, explaining the benefits of community living and facilitating visits to community settings.

XIX. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) CONSULTATION

Division for Children, Youth & Family (DCYF) funds are to be used by the Contractor to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

XX. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.

B. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.

C. Activities that may be funded:

1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
2. Costs associated with developing other BBH-requested data reporting system.
3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

D. Other conditions for payment:

1. Progress Reports from the Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
2. Payments:
 - a. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment shall be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MILITARY CULTURE/AWARENESS INITIATIVE

A. The Contractor shall designate a military liaison/s who will participate in a one (1) hour conference call each month with the State CMHC Military Liaison, as well as with the other CMHC Military Liaisons from across the State. The purpose of these calls is to share successes, challenges and opportunities for serving veterans, service members, and their families who receive care at the CMHC.

B. The Contractor's Military Liaison/s shall participate in four (4) statewide CMHC Military Liaison Training & Planning Retreats, scheduled quarterly throughout the contract year.

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



- C. CMHC Military Liaisons will plan, schedule, and market at least one (1) sustainability activity per month. These activities should increase awareness, provide education, and/or introduce resources to help CMHC staff meet the needs of veterans, service members, and their families. These sustainability activities can include group participation in military specific webinars, Brown Bag Lunch and Learn, incorporation of Veterans Health Administration (VA), Vet Center, Care Coordination, or National Guard staff into department meetings or continuing education opportunities, meetings with CMHC leadership or Board of Directors, and other opportunities to strengthen services and supports to veterans, service members and their families.
- D. The Contractor shall "Ask the Question" during their intake process to identify service members, veterans and family members seeking services. The Contractor shall provide training and review sessions with their intake staff, as needed, to ensure that their staff are comfortable with "asking the question" and answering any questions that military members might have. The Contractor shall conduct at last two (2) baseline reviews on their data collection during the contract year.
- E. The State CMHC Military Liaison will coordinate monthly conference calls, schedule and plan quarterly retreats, visit each CMHC at least once during the contract year, and provide ongoing support, supervision, and guidance to all CMHC Military Liaisons as needed. The State CMHC Military Liaison will also maintain weekly contact with DHHS Military Programs' staff.
- F. The Contractor's Military Liaison/s shall serve as the contact both within the CMHC and within the Region for issues related to serving veterans, service members and their families. The Contractor's Military Liaison/s shall provide at least one (1) of the following each month:
1. Serve as a military culture subject matter expert/consultant for clinicians, providing support and guidance as needed;
 2. Promote ongoing military culture and competence within the CMHC;
 3. Work with admissions and administrative staff to determine if currently serving veterans, service members and family members are being assessed by emergency services or seeking treatment;
 4. Evaluate agency-wide level of military cultural competence and ability to treat veterans, service members, and their families;
 5. Become familiar with the VA, Vet Center, National Guard, Care Coordination, and military medical staff resources and services to assist CMHC staff in developing relationships and making referrals;
 6. Network with military-civilian service providers;
 7. Develop relationships and partnerships with military resources while enhancing quality of care for veterans, service members, and their families;
 8. Coordinate and facilitate agency military teams and/or internal workgroups;
 9. Help to serve and support justice involved veterans by collaborating with the courts, VA, Vet Center, and other community resources;
 10. Promote enhanced ability to serve veterans, service members, and their families; and
 11. Other duties as identified by the Contractor and approved by DHHS.



**Exhibit A
Scope of Work
SFY 2017**

- G. The Contractor's Military Liaison/s shall provide up to a total of sixteen (16) hours per month on the activities defined in Sections A, B, C, D, and F above.
- H. The Contractor shall promote military culture and military competencies, to all CMHC staff on an ongoing basis. The Contractor's staff will ideally be trained in having an overall understanding of the service delivery system in serving veterans, service members and their families within the CMHC and within its Region.
- I. The Contractor shall provide an updated work plan, using the existing work plan as a guide, within thirty (30) calendar days from the effective date of the contract for DHHS approval. The Contractor shall include in the work plan at a minimum, the activities, deliverables, and due dates, and who will perform the activities. The Liaison will track and report activities monthly to include: the number of educational opportunities shared and attended, outreach and marketing activities, agency workgroup participation (if applicable), internal communication/ promotion with agency staff (i.e. newsletter, educational opportunities, community events), and meetings and outreach activities with military and community partners.

XXII. NO WRONG DOOR SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

- A. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- B. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
- C. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
- D. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners.
- E. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- F. The Contractor shall at a minimum:
 - 1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 5. Participate in NHCarePath outreach, education and awareness activities.

**New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017**



XXIII. RENEW SUSTAINABILITY (Rehabilitation for Empowerment, Education, and Work)

The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches.

These funds may also be used for RENEW facilitator or coach training (up to 5 slots) for the purpose of maintaining recommended staffing levels. These funds will also support travel and materials for RENEW activities.

Activity	# of Units/YR and Cost/Unit	Total Cost
Coaching for Implementation Team and agency coaches	(20) hours @ \$150/hr	\$3,000
(5) slots for Facilitator or Coach's training	\$99 per person	\$ 495
Travel and copies	Average \$450 per agency	\$ 450
		\$3,945

XXIV. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

- A. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- B. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- C. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- D. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services.
- E. The Contractor shall comply with all reporting requirements under the PATH Grant.



**Exhibit A
Scope of Work
SFY 2017**

- F. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- G. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

XXV. CHILDREN'S ACT TEAM WRAPAROUND

- A. The Contractor shall establish/maintain a Children's ACT team providing a specialized multidisciplinary that provides an intensive community based services for children and families living with serious emotional disturbance (SED). These intensive services include multiple visits to the child and family in settings that most effectively meet their needs, and can be as frequent as daily. They may take place at the child's school, home or other community settings. The team is responsible for directly providing a full array of services as defined in He-M 426, and delivered, within the context of a community wraparound team which places the child and the family at the center of treatment decisions. Services defined include:
 - 1. Functional Support Services (FSS);
 - 2. Individual and Family Therapy;
 - 3. Medication Services;
 - 4. Targeted Case Management (TCM) Services; and
- B. Children's ACT team services are intended for children and adolescents who meet State eligibility criteria for Serious Emotional Disturbance (SED) or Serious Emotional Disturbance with Interagency Involvement (SED-IA), as defined in Administrative Rule He-M 401. In addition, children and adolescents served by the ACT team can also present with difficulties successfully engaging in traditional treatment programs, and can present with challenging and complex treatment needs that have frequently not responded to prior treatment interventions. Children who are prioritized for ACT team services also have a history of multiple psychiatric hospitalizations, and/or frequent visits to hospital emergency departments for psychiatric crisis, and present with ongoing difficulties at school, and/or multiple interactions with law enforcement.
- C. Children's ACT teams shall be comprised of nursing staff, a psychiatrist, case managers, functional support specialists, and master's level clinicians. Clinician ratio to individuals served is 1:10, no more than 1:15. The team has extended evening hours that are most conducive to the needs of the child and the family. The team is set up to either:
 - 1. Directly provides Emergency Services on call, twenty-four (24) hours a day for individuals served by the team; or
 - 2. Has a well-articulated plan to ensure the CMHC Emergency Services team is informed of the needs of any individual served by the team, is updated on pertinent changes in status, and has available to them a well-articulated crisis plan should the family request services after hours.

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



- D. The Contractor shall notify DHHS when not in compliance with the staffing pattern or programmatic model listed in this section, and shall submit a corrective action plan.

XXVI. RENTAL HOUSING SUBSIDY

Funds will be used to provide housing subsidies to individuals with severe mental illness.

XXVII. DEAF SERVICES

Deaf Services funds provide services to the hearing impaired. These funds pay for one (1) deaf services therapist, one (1) deaf services case manager, and one (1) deaf services coordinator. The coordinator is responsible for coordinating deaf services in the community, at New Hampshire Hospital, and the Secure Psychiatric Unit at the State Prison.

EXHIBIT B
METHODS OF PAYMENT
FY 2017

A. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

B. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #: 93.150
Federal Agency: U.S. Department of Health and Human Services
Program Title: Projects for Assistance in Transition from Homelessness (PATH) PL 101-645
FAIN: SM016030-14

CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services
Program Title: Balancing Incentive Program (BIP)
FAIN #: 05-1505NHBIPP

1. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

C. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

1. 05-95-92-920010-5945-102-500731
2. 05-95-92-920010-7851-102-500731
3. 05-95-42-421010-2958-102-500731
4. 05-95-42-423010-7926-102-500731
5. 05-95-49-490510-2985-102-500731

D. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

E. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.

F. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:

1. Medicaid enrolled individuals:

- a. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
- b. Medicaid Fee for Service: The vendor shall bill Medicaid for services on the Fee for Service (FFS) schedule.

2. Other insurance/payors:

- a. The vendor shall directly bill the other insurance or payors.

- G. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

H. Other Contract Programs:

1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	Amount
Div. for Children Youth and Families (DCYF) Consultation	1,770
Assertive Community Treatment Team (ACT) – Team 1	225,000
Assertive Community Treatment Team (ACT) – Team 2	225,000
Emergency Services	61,910
Behavioral Health Services Information System (BHSIS)	5,000
Military Culture/Awareness Initiative	12,480
Homeless and Housing Federal Grant	40,300
Assertive Community Treatment Team (ACT) - Children	140,000
Deaf Services	326,500
Housing	201,444
Rehabilitation for Empowerment, Natural Supports, Education, and Work (RENEW)	3,945
Total	\$1,243,349

2. Payment for each contracted service in the above table shall be made on cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
- The Contractor shall provide individual program budgets within ten (10) days from the effective date of the contract for Departments approval.
 - The Contractor shall provide invoices on Department supplied forms.
 - The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the Department approved individual program budgets.
 - Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
 Financial Manager
 Bureau of Behavioral Health
 Department of Health and Human Services
 105 Pleasant Street, Main Building

Concord, NH 03301

4. Emergency Services: The Department shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section XV, Emergency Services.
5. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
6. Military Culture/Awareness Initiative: The Contractor shall be reimbursed at a rate of \$65 per hour for the military liaison. The Contractor shall be reimbursed \$65 per hour for all other staff to attend training as defined in Exhibit A, Section XXIII. Military Support. The vendor shall not invoice the Department from more than one (1) funding source for staff to attend trainings.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 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 (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, 120 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2. In the event of early termination, the Contractor shall, within 60 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
 - 10.6. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
 - 10.7. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the



Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its' obligations hereunder.

- 10.8. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
3. Add the following regarding "Contractor Name" to Paragraph 1.:
 - 1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for-profit.
4. Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.:
 - 6.4. The Contractor shall comply with Title II of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
5. Add the following regarding "Personnel" to Paragraph 7.:
 - 7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.
 - 7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
 - 7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
 - 7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
6. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:
 - 8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of



Default"):

- 8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;
- 8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A., IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A., XVII.

7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:

- 8.2.5. Give the Contractor written notice of default in the event that the



Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A., Section IX., A., and Exhibit C-1, Subparagraph 8.1.13. or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:

- 8.2.5.1.** Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
 - 8.2.5.2.** Conduct a financial audit of the Contractor; and/or
 - 8.2.5.3.** Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.
- 8.** Add the following regarding "Event of Default, Remedies" to Paragraph 8.:
 - 8.3.** Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.
- 9.** Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:
 - 9.4.** The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.
 - 9.5.** The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.
 - 9.5.1.** The Contractor shall submit the following fiscal reports:
 - 9.5.1.1.** The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.
 - 9.5.1.2.** Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.



- 9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
- 9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.5. On or before November 1, 2016, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.3. of this Exhibit to DHHS in PDF format for fiscal year 2016, including the funds received under the fiscal year 2016 Agreement.
- 9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
- 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
- 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
- 9.5.3.3. Submit to DHHS all reasonable additional reports and data files as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.
- 9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
11. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:



ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

- 12.1.** The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.
- 12.2.** The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3.** The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4.** Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5.** In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
- 12.** Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
- 13.2.** The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General



Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.
14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue;
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A.; and
 - 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
- 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a



grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

- 22.4.** The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.
- 22.5.** Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6.** In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
- 22.6.1.** The identity of the party to whom the property is to be sold or otherwise transferred;
- 22.6.2.** The consideration, if any, to be paid;
- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

1. Paragraph 9 of the Exhibit C of this contract, Audit, is deleted.
2. Add the following to Paragraph 17:
 - 17.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
3. Add the following to Paragraph 1:
 - 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D




- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

5-25-16
Date


Name: Craig J. Amott
Title: Pres. & CEO



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

5-25-16
Date


Name: Craig D. Amorn
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 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:

5-25-16
Date


Name: CRAIG A. AMATO
Title: Pres. & CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials CA

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 5-25-16

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5-25-16
Date



Name: Craig D. Amott
Title: Pres. & CEO.

Exhibit G

Contractor Initials CA

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:

5-25-16
Date



Name: CONRAD D. AMOTH
Title: Pres. & CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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

5/31/16
Date

GREATER NASHUA MENTAL HEALTH CENTER
Name of the Contractor

Craig J. Amott
Signature of Authorized Representative

Craig J. Amott
Name of Authorized Representative

PRESIDENT & CEO
Title of Authorized Representative

5-25-16
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:


1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:


Name: Craig J. Amirth
Title: Pres. & CEO

5-25-16
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: 018249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

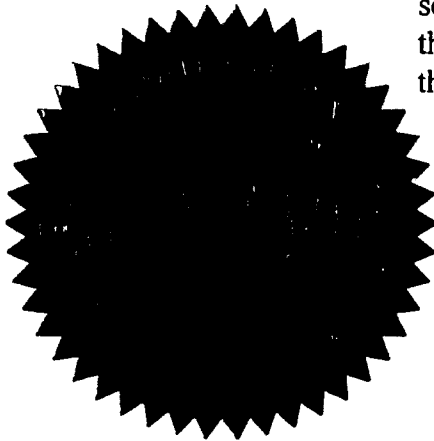
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire nonprofit corporation formed December 24, 1923. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April A.D. 2016



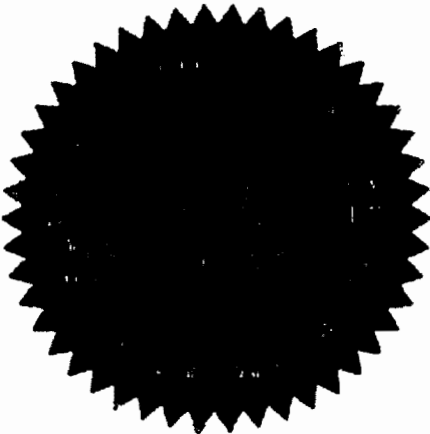
A handwritten signature in black ink, appearing to read "William Gardner", written in a cursive style.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Greater Nashua Mental Health Center at Community Council is a New Hampshire trade name registered on October 21, 2008 and that THE COMMUNITY COUNCIL OF NASHUA, N.H. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jone D. LaBombardi hereby certify that:

1. I am the duly elected Clerk of Community Council of Nashua, NH
DBA Greater Nashua Mental Health Center at Community Council
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 25, 2016.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

**To Provide: Mental Health Services, and
Projects for Assistance in Transition from Homelessness (PATH) Services**

RESOLVED: That the President and CEO hereby is 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 25, 2016.
4. Craig D. Amoth is duly elected President and CEO of the Corporation.

(Seal)
(Corporation)

Jane D LaBambard
(Signature of Board Secretary)

State of New Hampshire

County of Hillsborough

The foregoing instrument was acknowledged before me this 25th day of May
by 2016

Patricia S. Prince
Name: PATRICIA S. PRINCE
Title: Notary Public/~~Justice of the Peace~~

(Seal)
(Notary Public)

Commission Expires: 8/8/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2016

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 Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061		CONTACT NAME: Cathy Beaugard PHONE (A/C No, Ext): 603-689-7229 E-MAIL ADDRESS: cbeaugard@eatonberube.com FAX (A/C, No): 603-886-4230	
INSURED Community Council of Nashua NH Inc. dba Greater Nashua Mental Health Center at Community Council 100 West Pearl Street Nashua NH 03060		INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Co INSURER B: Acadia Insurance Company INSURER C: Commerce & Industry Insurance Co INSURER D: INSURER E: INSURER F:	
		NAIC # 19410	

COVERAGES **CERTIFICATE NUMBER:** 1716924415 **REVISION NUMBER:**

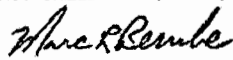
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			OPS0066510	11/12/2015	11/12/2016	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			CAA000406532	11/12/2015	11/12/2016	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 type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			UMS0027866	11/12/2015	11/12/2016	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			001994785	1/15/2016	1/15/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS0066510	11/12/2015	11/12/2016	\$5,000,000 \$5,000,000 Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Compensation Information: No Excluded officers; coverage for NH.

CERTIFICATE HOLDER **CANCELLATION**

NH DHHS 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

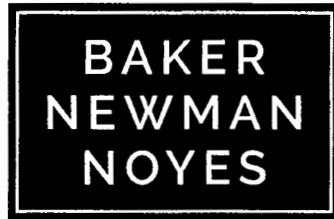
COMMUNITY COUNCIL OF NASHUA, NH
DBA
Greater Nashua Mental Health Center at Community Council

Our Mission

The Greater Nashua Mental Health Center at Community Council works with the community to meet the mental health needs of its residents by providing evaluation, treatment, resource development, and education.

Our Vision

- To create an integrated mental health system, driven by knowledge, that provides high quality, cost-effective treatment.
- To eliminate the stigma surrounding mental illness and barriers to care through education and outreach efforts.
- To develop an effective community mental health system that serves its residents by preventing, treating and enhancing recovery from mental illness.
- To collaborate with our fellow citizens in creating a community-wide system of care that ensures access, reduces redundancy, and enhances the mental and emotional health of our community.



Community Council of Nashua, NH

Audited Financial Statements

Year Ended June 30, 2015

*(With Certain Financial Information Presented
for the Year Ended June 30, 2014)
With Independent Auditors' Report*

COMMUNITY COUNCIL OF NASHUA, NH

Audited Financial Statements

**Year Ended June 30, 2015
(With Certain Financial Information Presented
for the Year Ended June 30, 2014)**

CONTENTS

Independent Auditors' Report	1
Audited Financial Statements:	
Statements of Financial Position	3
Statements of Activities and Changes in Net Assets	4
Statements of Cash Flows	6
Statement of Revenues and Functional Expenses	7
Notes to Financial Statements	11



INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Community Council of Nashua, NH

Report on the Financial Statements

We have audited the accompanying financial statements of Community Council of Nashua, NH which comprise the statement of financial position as of June 30, 2015, and the related statements of activities and changes in net assets, revenues and functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
Community Council of Nashua, NH

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Council of Nashua, NH as of June 30, 2015, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Community Council of Nashua, NH's 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 3, 2014. In our opinion, the summarized comparative information presented herein for the year ended June 30, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Manchester, New Hampshire
November 9, 2015

Baker Newman & Noyes

Limited Liability Company

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF FINANCIAL POSITION

June 30, 2015 and 2014

ASSETS

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 513,212	\$ 152,211
Accounts receivable, less allowance for uncollectible accounts of \$1,544,757 in 2015 and \$939,016 in 2014	1,531,829	2,085,684
Investments	1,834,611	2,034,894
Prepaid expenses	44,343	135,497
Property and equipment, net	3,077,880	3,174,656
Debt issuance costs, net of accumulated amortization of \$13,385 in 2015 and \$11,649 in 2014	<u>4,572</u>	<u>6,308</u>
Total assets	<u>\$7,006,447</u>	<u>\$7,589,250</u>

LIABILITIES AND NET ASSETS

Liabilities:		
Line of credit	\$ 700,000	\$ 750,000
Accounts payable and accrued expenses	151,777	123,753
Accrued payroll	193,917	198,590
Accrued vacation	327,897	479,101
Deferred revenue	-	5,000
Medicaid payable	-	22,617
Notes payable	1,821,992	1,901,721
Capital lease obligations	60,244	20,035
Contingency reserve	463,745	613,745
Interest rate swap contract	<u>-</u>	<u>9,420</u>
Total liabilities	3,719,572	4,123,982
Net assets:		
Unrestricted	3,124,672	3,314,202
Temporarily restricted	63,610	52,473
Permanently restricted	<u>98,593</u>	<u>98,593</u>
Total net assets	<u>3,286,875</u>	<u>3,465,268</u>
Total liabilities and net assets	<u>\$7,006,447</u>	<u>\$7,589,250</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

**STATEMENTS OF ACTIVITIES
AND CHANGES IN NET ASSETS**

Year Ended June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015</u>	<u>2014</u>
Revenues, gains and other support:					
Program service fees	\$11,130,667	\$ —	\$ —	\$11,130,667	\$11,117,843
Bad debt expense	<u>(579,196)</u>	<u>—</u>	<u>—</u>	<u>(579,196)</u>	<u>(1,415,329)</u>
Revenues, less bad debt expense	10,551,471	—	—	10,551,471	9,702,514
State of New Hampshire - BBH	875,507	—	—	875,507	853,919
Federal grants	385,135	—	—	385,135	831,433
Rental income	60,893	—	—	60,893	71,752
Support, local governments	68,229	—	—	68,229	63,582
Contributions	793	10,000	—	10,793	28,939
United Way	10,207	—	—	10,207	2,015
Other	50,032	—	—	50,032	112,241
Net assets released from restriction (note 9)	<u>222</u>	<u>(222)</u>	<u>—</u>	<u>—</u>	<u>—</u>
Total revenues, gains and other support	<u>12,002,489</u>	<u>9,778</u>	<u>—</u>	<u>12,012,267</u>	<u>11,666,395</u>
Expenses:					
BBH funded program services:					
Children's services	1,959,683	—	—	1,959,683	2,007,768
Elderly services	545,495	—	—	545,495	547,366
Intake/placement services	56,806	—	—	56,806	31,798
Crisis response	202,638	—	—	202,638	158,895
Vocational services	213,587	—	—	213,587	236,100
Nonspecialized outpatient	1,109,595	—	—	1,109,595	1,173,547
Multi-service team	3,447,545	—	—	3,447,545	3,479,205
ACT Team	910,285	—	—	910,285	608,838
Independent housing	1,173,832	—	—	1,173,832	1,218,168
Substance abuse	640,368	—	—	640,368	633,550
Other non-BBH funded program services:					
Child impact	31,700	—	—	31,700	33,012
Court division	73,524	—	—	73,524	99,785
SAMHSA	50,671	—	—	50,671	299,540
RAISE	320	—	—	320	22,742
Supervised visitation	111,023	—	—	111,023	110,328
Research	<u>405,147</u>	<u>—</u>	<u>—</u>	<u>405,147</u>	<u>413,000</u>
Total program services	10,932,219	—	—	10,932,219	11,073,642
Administrative expenses	1,314,098	—	—	1,314,098	1,141,904
Change in fair value of interest rate swap contract	<u>(9,420)</u>	<u>—</u>	<u>—</u>	<u>(9,420)</u>	<u>(20,881)</u>
Total expenses	<u>12,236,897</u>	<u>—</u>	<u>—</u>	<u>12,236,897</u>	<u>12,194,665</u>
(Loss) income from operations	(234,408)	9,778	—	(224,630)	(528,270)

Continued next page.

COMMUNITY COUNCIL OF NASHUA, NH
STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2015
(With Certain Financial Information Presented for the Year Ended June 30, 2014)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015</u>	<u>2014</u>
(Loss) income from operations	\$ (234,408)	\$ 9,778	\$ -	\$ (224,630)	\$ (528,270)
Other income:					
Investment income	56,056	1,908	-	57,964	64,586
Realized and unrealized (losses) gains on investments	<u>(11,178)</u>	<u>(549)</u>	<u>-</u>	<u>(11,727)</u>	<u>195,332</u>
Total other income	<u>44,878</u>	<u>1,359</u>	<u>-</u>	<u>46,237</u>	<u>259,918</u>
(Deficiency) excess of revenues, gains and other support and other income over expenses	(189,530)	11,137	-	(178,393)	(268,352)
Net assets, beginning of year	<u>3,314,202</u>	<u>52,473</u>	<u>98,593</u>	<u>3,465,268</u>	<u>3,733,620</u>
Net assets, end of year	<u>\$ 3,124,672</u>	<u>\$ 63,610</u>	<u>\$ 98,593</u>	<u>\$ 3,286,875</u>	<u>\$ 3,465,268</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF CASH FLOWS

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities:		
Decrease in net assets	\$ (178,393)	\$ (268,352)
Adjustments to reconcile decrease in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	213,251	203,872
Net realized and unrealized losses (gains) on investments	11,727	(195,332)
Bad debt expense	579,196	1,415,329
Change in fair value of interest rate swap contract	(9,420)	(20,881)
Changes in operating assets and liabilities:		
Accounts receivable, net	(25,341)	(2,147,911)
Prepaid expenses	91,154	(3,457)
Accounts payable and accrued expenses	28,024	26,306
Accrued payroll and vacation	(155,877)	64,156
Medicaid payable	(22,617)	(27,141)
Deferred revenue	(5,000)	(33,654)
Contingency reserve	<u>(150,000)</u>	<u>(116,704)</u>
Net cash provided (used) by operating activities	376,704	(1,103,769)
Cash flows from investing activities:		
Purchases of investments	(504,735)	(989,682)
Proceeds from sale of investments	693,291	1,263,113
Purchase of fixed assets	<u>(50,951)</u>	<u>(137,895)</u>
Net cash provided by investing activities	137,605	135,536
Cash flows from financing activities:		
Proceeds from long-term debt and line of credit	200,000	1,270,000
Principal payments on long-term debt and line of credit	(329,729)	(607,677)
Payments on capital lease obligations	<u>(23,579)</u>	<u>(44,069)</u>
Net cash (used) provided by financing activities	<u>(153,308)</u>	<u>618,254</u>
Net increase (decrease) in cash and cash equivalents	361,001	(349,979)
Cash and cash equivalents, beginning of year	<u>152,211</u>	<u>502,190</u>
Cash and cash equivalents, end of year	<u>\$ 513,212</u>	<u>\$ 152,211</u>
Supplemental disclosure of cash flow information:		
Cash paid for:		
Interest	<u>\$ 122,030</u>	<u>\$ 122,240</u>
Supplemental disclosure of noncash activities:		
Assets acquired under capital lease	<u>\$ 63,788</u>	<u>\$ -</u>
Refinancing of debt in 2015	<u>\$ 1,074,406</u>	<u>\$ -</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH
STATEMENT OF REVENUES AND FUNCTIONAL EXPENSES
 Year Ended June 30, 2015

	Total Agency	Total Administration	Total Programs	Children and Adolescents	Elderly Services	Intake	Emergency Services Assessment	Brief/DRF	Vocational Services	Non-specialized Outpatient
Program service fees	\$ 691,436	\$ -	\$ 691,436	\$ (8,424)	\$ 63,922	\$ 582	\$ 7,074	\$ (1,481)	\$ 13,473	\$ 47,400
Client fees, net	263,931	-	263,931	53,018	10,000	786	2,843	1,251	-	75,878
BC/BS, net	2,464,011	-	2,464,011	260,421	369,616	77	3,891	1,594	29,873	27,363
Medicaid, net	6,222,157	-	6,222,157	2,729,074	222,844	571	10,354	1,991	41,459	209,409
Managed care, net	554,661	-	554,661	924	66,592	(520)	5,022	144	-	222,944
Medicare, net	279,440	-	279,440	39,966	10,693	330	4,532	2,508	-	59,696
Other insurance, net	75,835	-	75,835	-	-	-	-	-	-	-
Other program fees, net	10,551,471	-	10,551,471	3,074,979	743,667	1,826	33,716	6,007	84,805	642,690
Total program service fees, net	875,507	-	875,507	-	-	-	61,910	-	-	5,000
State of New Hampshire - BBH	385,135	-	385,135	-	-	-	-	-	-	-
Federal grants	60,893	-	60,893	-	-	-	-	-	-	-
Rental income	68,229	-	68,229	-	-	-	-	-	-	68,229
Support, local governments	10,793	-	10,793	100	50	-	-	-	-	10,643
Contributions	10,207	-	10,207	-	-	-	-	-	-	207
United Way	96,269	-	96,269	6,000	-	-	-	-	11,001	71,348
Other revenue (including nonoperating and restricted)	12,058,504	-	12,058,504	3,081,079	743,717	1,826	95,626	6,007	95,806	798,117
Total revenue										

	Total Agency	Total Administration	Total Programs	Children and Adolescents	Elderly Services	Intake	Emergency Services Assessment	Brief/DRF	Vocational Services	Non-specialized Outpatient
Expenses:										
Salaries and wages	\$ 6,976,539	\$ 393,988	\$ 6,582,551	\$ 1,219,921	\$ 357,008	\$ 3,295	\$ 164,694	\$ -	\$ 121,832	\$ 544,074
Employee benefits	1,022,456	173,954	848,502	205,100	45,709	18,722	14,074	-	28,045	57,279
Payroll taxes	509,566	28,334	481,232	92,788	25,862	222	7,947	-	9,033	37,917
Substitute staff	9,567	8,752	815	815	-	-	-	-	-	-
Accounting	50,094	49,544	550	-	-	-	-	-	-	550
Audit fees	67,278	21,216	46,062	10,574	2,261	820	330	-	1,078	3,630
Legal fees	39,457	31,115	8,342	359	76	28	11	-	36	122
Other prof. fees/consultations	1,482,943	356,893	1,126,050	224,279	53,305	18,647	7,633	-	24,672	87,144
Journals and publications	467	167	300	58	13	5	2	-	45	21
Conferences and conventions	14,759	1,116	13,643	2,650	260	4	2	-	5	58
Other staff development	2,677	2,063	614	56	12	4	2	-	6	19
Rent	(99)	(382)	283	(405)	(97)	(35)	(14)	-	(46)	(155)
Mortgage (interest)	82,191	-	82,191	-	-	-	-	-	-	82,191
Heating costs	35,948	5,841	30,107	6,193	1,477	536	216	-	705	2,373
Other utilities	97,229	15,800	81,429	16,753	3,986	1,449	583	-	1,906	6,417
Maintenance and repairs	147,951	28,846	119,105	23,950	5,713	2,071	834	-	2,724	9,174
Other occupancy costs	58,609	5,984	52,625	1,165	249	90	36	-	119	389
Office	77,810	22,157	55,653	8,115	1,895	664	267	-	4,349	3,029
Building/household	16,857	348	16,509	3,397	810	294	118	-	386	1,301
Food	12,566	4,600	7,966	3,339	208	75	30	-	99	317
Advertising	3,697	3,697	-	-	-	-	-	-	-	-
Printing	26,596	5,055	21,541	3,719	1,012	233	94	-	606	2,176
Telephone/communication	141,307	15,838	125,469	21,802	6,567	1,438	2,325	-	2,972	6,371
Postage/shipping	11,661	4,140	7,521	1,481	342	124	50	-	185	549
Board Members	46	-	46	-	-	-	-	-	-	-
Staff	162,204	3,876	158,328	17,498	16,291	310	259	-	4,420	1,375
Clients	1,400	1,400	-	-	-	-	-	-	-	-
Client services	357,084	-	357,084	3,783	20	-	-	-	137	-
Malpractice and bonding	277,789	45,141	232,648	47,862	11,417	4,139	1,667	-	5,445	18,334
Vehicles	4,534	737	3,797	781	186	68	27	-	89	289
Comprehensive property and liability	67,544	10,976	56,568	11,638	2,776	1,006	405	-	1,324	4,458
Interest expense (other than mortgage)	39,839	-	39,839	-	-	-	-	-	-	39,839
Depreciation, equipment	108,538	27,204	81,334	-	-	-	-	-	-	81,334
Depreciation, building	102,977	-	102,977	-	-	-	-	-	-	102,977
Equipment rental	60,298	5,671	54,627	4,459	1,064	386	155	-	507	1,708
Equipment maintenance	12,620	2,051	10,569	2,173	519	188	76	-	247	833
Membership dues	35,480	17,202	18,278	3,354	1,290	118	48	-	155	5,045
Other expenditures	127,838	20,774	107,064	22,026	5,254	1,905	767	-	2,506	8,437
Total program expenses	12,246,317	1,314,098	10,932,219	1,959,683	545,495	56,806	202,638	-	213,587	1,109,595
Administrative allocation	-	(1,314,098)	1,314,098	237,756	63,009	655	19,911	-	23,317	179,332
Change in fair value of interest rate swap contract	(9,420)	-	(9,420)	-	-	-	-	-	-	(9,420)
Total expenses	12,236,897	-	12,236,897	2,197,439	608,504	57,461	222,549	-	236,904	1,279,507
(Deficit) surplus	\$ (178,393)	\$ -	\$ (178,393)	\$ 883,640	\$ 135,213	\$ (55,635)	\$ (126,923)	\$ 6,007	\$ (141,098)	\$ (481,390)

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENT OF REVENUES AND FUNCTIONAL EXPENSES (CONTINUED)

Year Ended June 30, 2015

	Multi- Service Team	ACT Team	Independent Housing	Substance Abuse	Supervised Visitation	Child Impact	REAP	Court Division	SAMHSA	Research	RAISE
Program service fees	\$ 257,710	\$ 142,273	\$ 79,156	\$ 51,314	\$ 3,652	\$ 35,145	\$ -	\$ -	\$ -	\$ (360)	\$ -
Client fees, net	19,734	18,355	-	61,945	-	-	-	-	-	20,121	-
BC/BS, net	877,688	426,735	457,442	9,311	-	-	-	-	-	-	-
Medical, net	1,986,546	389,181	507,035	123,328	106	259	-	-	-	-	-
Managed care, net	217,699	17,409	-	24,447	-	-	-	-	-	-	-
Medicare, net	22,418	7,027	-	118,311	-	-	-	-	-	13,959	-
Other insurance, net	-	-	-	-	-	-	-	-	-	75,835	-
Other program fees, net	-	-	-	-	-	-	-	-	-	109,555	-
Total program service fees, net	3,381,795	1,000,980	1,043,633	388,656	3,758	35,404	-	-	-	-	-
State of New Hampshire - BBH	326,500	307,309	174,788	-	-	-	-	-	-	-	-
Federal grants	40,300	-	55,276	-	60,791	-	-	50,000	-	175,440	3,328
Rental income	-	-	60,893	-	-	-	-	-	-	-	-
Support, local governments	-	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-	-
United Way	-	-	10,000	-	-	-	-	-	-	-	-
Other revenue (including nonoperating and restricted)	-	-	-	-	-	-	7,920	-	-	-	-
Total revenue	3,748,595	1,308,289	1,344,590	388,656	64,549	35,404	7,920	50,000	-	284,995	3,328

Multi-Service Team	ACT Team	Independent Housing	Substance Abuse	Supervised Visitation	Child Impact	REAP	Court Division	SAMHSA	Research	RAISE
Expenses:										
Salaries and wages	\$ 2,199,357	\$ 584,754	\$ 437,588	\$ 62,073	\$ 25,548	\$ -	\$ 49,306	\$ 2,838	\$ 224,667	\$ 142
Employee benefits	227,857	60,141	34,684	16,819	-	-	18,263	39	16,290	43
Payroll taxes	164,331	42,598	30,123	4,409	836	-	4,395	238	16,434	10
Substitute staff	-	-	-	-	-	-	-	-	-	-
Accounting	-	-	-	-	-	-	-	-	-	-
Audit fees	17,303	2,085	3,146	-	33	-	-	-	1,337	-
Legal fees	5,973	1,468	106	-	1	-	-	-	45	-
Other prof. fees/consultations	430,810	73,085	71,996	23,328	751	-	-	-	30,546	-
Journals and publications	98	12	20	-	0	-	-	-	8	-
Conferences and conventions	1,162	5,375	232	25	0	-	-	-	3,134	-
Other staff development	462	11	17	-	0	-	-	-	7	-
Rent	(739)	(136)	(148)	2,250	(1)	-	-	-	(57)	-
Mortgage (interest)	-	-	-	-	-	-	-	-	-	-
Heating costs	11,309	2,081	2,265	-	22	-	-	-	874	-
Other utilities	30,588	5,630	6,125	-	58	-	-	-	2,363	-
Maintenance and repairs	43,729	10,461	9,037	-	83	-	-	-	3,378	-
Other occupancy costs	1,904	229	381	-	4	-	-	47,556	147	-
Office	18,068	3,225	3,433	-	3,891	-	-	-	4,255	-
Building/household	6,201	1,141	1,242	-	12	-	-	-	479	-
Food	2,009	490	419	-	19	-	-	-	671	-
Advertising	-	-	-	-	-	-	-	-	-	-
Printing	9,140	1,023	1,366	-	9	-	-	-	400	-
Telephone/communication	44,353	15,770	11,613	1,132	58	-	1,560	-	3,586	-
Postage/shipping	2,635	561	524	-	5	-	-	-	589	-
Board Members	46	-	-	-	-	-	-	-	-	-
Staff	62,088	13,889	35,878	812	54	-	-	-	3,703	-
Clients	-	-	-	-	-	-	-	-	-	-
Client services	1,830	55,171	249,990	-	-	-	-	-	46,028	125
Malpractice and bonding	87,392	16,084	17,501	-	167	-	-	-	6,750	-
Vehicles	1,426	263	286	-	3	-	-	-	110	-
Comprehensive property and liability	21,249	3,911	4,255	-	41	-	-	-	1,641	-
Interest expense (other than mortgage)	-	-	-	-	-	-	-	-	-	-
Depreciation, equipment	-	-	-	-	-	-	-	-	-	-
Depreciation, building	-	-	-	-	-	-	-	-	-	-
Equipment rental	8,143	1,499	1,631	-	16	-	-	-	33,578	-
Equipment maintenance	3,970	731	795	-	8	-	-	-	307	-
Membership dues	4,633	1,331	499	175	5	-	-	-	771	-
Other expenditures	40,218	7,402	8,054	7,312	77	-	-	-	3,106	-
Total program expenses	3,447,545	910,285	1,173,832	111,023	31,700	-	73,524	50,671	405,147	320
Administrative allocation	458,614	75,715	162,041	3,363	-	-	-	784	22,269	-
Change in fair value of interest rate swap contract	-	-	-	-	-	-	-	-	-	-
Total expenses	3,906,159	986,000	1,335,873	114,386	31,700	-	73,524	51,455	427,416	320
(Deficit) surplus	\$ (157,564)	\$ 322,289	\$ 8,717	\$ (319,044)	\$ (49,837)	\$ 7,920	\$ (23,524)	\$ (51,455)	\$ (142,421)	\$ 3,008

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

1. **Nature of Activities**

Organization

Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health Center (the Organization), is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with their Community Support Services, Child and Adolescent Programs, Clinical Research and Integrated HealthCare Programs, Adult Outpatient Services, and specialty services such as Housing, Deaf Services, Substance Abuse Program, Vocational Services and Individual and Group Therapy.

The Organization is subject to a number of risks common to organizations currently serving this industry. Principal among these risks is the impact of budget cuts and healthcare reform and its effect on the Organization's current and anticipated levels of revenue in 2016. The Organization experienced losses from operations in 2015 and 2014 of \$224,630 and \$528,270, respectively. For fiscal 2016 and going forward, management has implemented various cost saving strategies to reduce its operating costs in line with current market conditions as well as refinanced certain debt during 2015. Management believes that cash flows from operations will provide the necessary cash resources to fund the Organization's operations through June 30, 2016.

2. **Significant Accounting Policies**

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Organization considers cash in banks and all other highly liquid investments with original maturities of three months or less when purchased to be cash and cash equivalents for purposes of the statement of cash flows.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

2. **Significant Accounting Policies (Continued)**

Investments

The Organization reports investments at fair value in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 958-320, *Accounting for Certain Investments Held by Not-for-Profit Organizations*. See Note 5 for fair value measurement disclosures for investments.

Investment income or loss (including realized and unrealized gains and losses on investments and interest and dividends) is included in the accompanying statements of activities within other income unless the income is restricted by donor or law.

Program Service Fees

Program service fees are charged at established rates and recognized as services are rendered. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to service fees. Net revenues from managed care represented approximately 59% and 29% of the Organization's net program service fees revenue for the years ended June 30, 2015 and 2014, respectively. Net revenues from the Medicaid program accounted for approximately 23% and 50% of the Organization's net program service revenue for the years ended June 30, 2015 and 2014, respectively.

An estimated breakdown of program service fees, net of the provision for bad debts, discounts and allowances, recognized in 2015 and 2014 from those major sources is as follows:

	<u>2015</u>	<u>2014</u>
Private pay	\$ 691,437	\$ 433,223
Commercial insurance	543,371	764,893
Medicaid	2,464,010	4,864,511
Medicare	554,662	637,470
Other payors	75,835	176,701
Managed care	<u>6,222,156</u>	<u>2,825,716</u>
	<u>\$10,551,471</u>	<u>\$9,702,514</u>

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the related expenditure is incurred.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

2. **Significant Accounting Policies (Continued)**

Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payor sources. The decrease in bad debt expense in 2015 as compared to 2014 is driven primarily by payor mix as well as collection trends on recent services.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2015 and 2014. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. federal or state tax authorities for years before 2012.

Debt Issuance Costs

Costs associated with the issuance of bonds and other debt are initially capitalized and amortized over the respective life of the related obligation.

Property and Equipment

Property and equipment are carried at cost if purchased or at estimated fair value at date of donation in the case of gifts. The Organization's policy is to capitalize assets greater than \$1,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated useful lives:

Furniture and equipment	3 - 7 years
Real estate and improvements, excluding land	5 - 39 years
Computer equipment and software	3 - 10 years
Vehicles	5 years
Equipment under capital lease	Shorter of lease term or estimated useful life

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

2. **Significant Accounting Policies (Continued)**

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Organization has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity.

The Organization has interpreted the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Investment Return Objectives, Risk Parameters and Strategies

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

2. Significant Accounting Policies (Continued)

Spending Policy

Currently, the Organization does not have a written approved spending policy. Historically, the Organization has appropriated for distribution the accumulated interest and dividend income on the investment funds. The Organization considers the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

Donor Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of activities as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

Derivative Instruments

The Organization has used derivatives to manage risks related to interest rate movements. The interest rate swap contract was designated as qualifying as a cash flow hedge and was reported at fair value at June 30, 2014. The Organization's interest rate risk management strategy is to stabilize cash flow requirements by maintaining an interest rate swap contract to convert variable rate debt to a fixed rate. The Organization was exposed to credit loss in the event of nonperformance by the counterparties to the interest rate swap contract. However, the Organization did not anticipate nonperformance by the counterparties. The swap agreement reached its scheduled maturity on November 18, 2014. See Note 10.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through November 9, 2015 which is the date the financial statements were available to be issued.

Recent Accounting Pronouncement

In April 2015, the FASB issued ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for the Organization's year ending June 30, 2017, with early adoption permitted. The Organization is currently evaluating the impact of the pending adoption of ASU 2015-03 on the Organization's financial statements.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

3. Concentrations of Credit Risk

Financial instruments which subject the Organization to credit risk consist of cash and cash equivalents, accounts receivable and investments. The Organization maintains cash accounts in financial institutions which are insured by federal agencies up to \$250,000. At times throughout the year, the balances may exceed this limit. The risk with respect to cash equivalents is minimized by the Organization's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Organization's investment portfolio consists of diversified investment funds, which are subject to market risk, but are not subject to concentrations in any sectors. The mix of gross receivables from patients and third-party payors as of June 30, 2015 and 2014 is as follows:

	<u>2015</u>	<u>2014</u>
Medicare	5%	5%
Medicaid	16	19
Other third-party payors	3	4
Patients	69	54
Managed care	<u>7</u>	<u>18</u>
	<u>100%</u>	<u>100%</u>

4. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2015</u>	<u>2014</u>
Equity mutual funds	\$ 971,633	\$ 1,152,511
Fixed income	<u>862,978</u>	<u>882,383</u>
Total investments	<u>\$1,834,611</u>	<u>\$2,034,894</u>

Total investment income and net realized and unrealized gains/losses on investments reported within the accompanying statements of activities and changes in net assets are as follows for the years ended June 30:

	<u>2015</u>	<u>2014</u>
Unrestricted:		
Investment income	\$ 56,056	\$ 27,498
Net realized and unrealized (losses) gains on investments	<u>(11,178)</u>	<u>62,804</u>
	44,878	90,302
Temporarily restricted:		
Investment income	1,908	37,088
Net realized and unrealized (losses) gains on investments	<u>(549)</u>	<u>132,528</u>
	<u>1,359</u>	<u>169,616</u>
	<u>\$ 46,237</u>	<u>\$259,918</u>

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

4. **Investments (Continued)**

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

5. **Fair Value Measurements**

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity. In addition, the fair value of liabilities should include consideration of non-performance risk including the Organization's own credit risk.

The fair value hierarchy for valuation inputs prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels which are determined by the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

- Level 1 – inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.
- Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models and similar techniques.

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities that are subject to fair value measurements. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

5. Fair Value Measurements (Continued)

Investments

The fair values of mutual funds and fixed income securities are primarily based upon quoted prices in active markets for identical assets and, therefore, are reflected as Level 1. However, within fixed income securities, the fair value of corporate bonds is derived using a model where inputs are directly observable or can be derived from observable market data and, therefore, reflected as Level 2.

Interest Rate Swap Contract

The fair value for the interest rate swap liability at June 30, 2014 is included in Level 2 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

For the fiscal years ended June 30, 2015 and 2014, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following presents the balances of assets and liabilities measured at fair value on a recurring basis at June 30:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2015</u>				
Equity mutual funds:				
Common equity securities	\$ 851,211	\$ -	\$ -	\$ 851,211
Common equity mutual funds	120,422	-	-	120,422
Fixed income:				
U.S. Treasury bonds	342,210	-	-	342,210
Corporate bonds	-	237,441	-	237,441
Mortgage backed securities	134,472	-	-	134,472
Corporate bond mutual funds	108,604	-	-	108,604
International bonds	<u>40,251</u>	<u>-</u>	<u>-</u>	<u>40,251</u>
	<u>\$1,597,170</u>	<u>\$237,441</u>	<u>\$ -</u>	<u>\$1,834,611</u>
 <u>2014</u>				
Equity mutual funds:				
Common equity securities	\$ 733,495	\$ -	\$ -	\$ 733,495
Common equity mutual funds	166,696	-	-	166,696
International equities	252,320	-	-	252,320
Fixed income:				
U.S. Treasury bonds	325,736	-	-	325,736
Corporate bonds	-	260,447	-	260,447
Mortgage backed securities	123,406	-	-	123,406
Corporate bond mutual funds	112,708	-	-	112,708
International bonds	60,086	-	-	60,086
Interest rate swap contract liability	<u>-</u>	<u>(9,420)</u>	<u>-</u>	<u>(9,420)</u>
	<u>\$1,774,447</u>	<u>\$251,027</u>	<u>\$ -</u>	<u>\$2,025,474</u>

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

5. **Fair Value Measurements (Continued)**

The Organization's other significant financial instruments include cash and cash equivalents, accounts receivable, notes payable, capital lease obligations, and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value due to short maturities or interest rate terms that approximate current market rates.

6. **Property and Equipment**

Property and equipment consists of the following at June 30:

	<u>2015</u>	<u>2014</u>
Real estate and improvements	\$ 4,856,072	\$ 4,827,330
Furniture and equipment	227,364	227,364
Computer equipment	164,730	81,450
Software	660,917	658,200
Vehicles	<u>32,766</u>	<u>32,766</u>
	5,941,849	5,827,110
Less accumulated depreciation	<u>(2,863,969)</u>	<u>(2,652,454)</u>
Total property and equipment, net	<u>\$ 3,077,880</u>	<u>\$ 3,174,656</u>

The net carrying value of assets held under capital leases was \$150,599 and \$106,655 at June 30, 2015 and 2014, respectively.

7. **Contingency Reserve**

The Organization receives money for patient services billed under the Medicare and Medicaid programs of the federal government. If billings for patient services are deemed by the federal government upon audit to not be in compliance with the provisions of the Medicare and Medicaid programs, the Organization will be required to repay the funds. As of June 30, 2015 and 2014, the Organization has accrued \$238,745 and \$613,745, respectively, for such contingencies. The decrease in the accrual in 2015 is due to management's assessment that exposures to Medicare and Medicaid program noncompliance were significantly reduced in 2015. See also Note 12.

The Organization has also accrued \$225,000 within the contingency reserve related to a managed care contract that went into effect during fiscal year 2015. There is a potential liability related to this contract for service levels provided under the contract as of June 30, 2015. The Organization is in the process of negotiating a settlement amount with the managed care provider. The estimated amount of this settlement is \$225,000, with an estimated potential maximum exposure of \$250,000.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

8. Tax Deferred Annuity Plan

The Organization has a 403(b) employer sponsored retirement plan. All employees are eligible to participate as of the date of hire. The Organization offers a match of dollar-for-dollar up to 4% of annual salary. To be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In April 2014, the employer match was suspended. There was no benefit expense associated with this plan for the year ended June 30, 2015. Benefits expense associated with this plan amounted to \$112,348 for the year ended June 30, 2014.

9. Endowment Funds and Net Assets

The composition of the endowment account is as follows as of June 30:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2015</u>				
Board/donor-restricted endowment fund	\$ <u>1,792,098</u>	\$ <u>1,359</u>	\$ <u>98,593</u>	\$ <u>1,892,050</u>
<u>2014</u>				
Board/donor-restricted endowment fund	\$ <u>2,005,502</u>	\$ <u>—</u>	\$ <u>98,593</u>	\$ <u>2,104,095</u>

Investments comprising endowment funds are included in the accompanying statement of financial position as follows as of June 30:

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 57,439	\$ 69,201
Investments	<u>1,834,611</u>	<u>2,034,894</u>
	<u>\$1,892,050</u>	<u>\$2,104,095</u>

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

9. Endowment Funds and Net Assets (Continued)

Changes in the endowment account are as follows for the years ended June 30:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2013	\$ 642,456	\$ 1,412,628	\$98,593	\$2,153,677
Investment return:				
Investment income	19,239	45,256	-	64,495
Net appreciation (realized and unrealized)	58,269	137,063	-	195,332
Investment fees	<u>(5,399)</u>	<u>(12,703)</u>	<u>-</u>	<u>(18,102)</u>
Total investment return	72,109	169,616	-	241,725
Transfer from donor-restricted to board-restricted endowment fund	1,582,244	(1,582,244)	-	-
Appropriation of endowment assets for expenditure	<u>(291,307)</u>	<u>-</u>	<u>-</u>	<u>(291,307)</u>
Endowment net assets, June 30, 2014	2,005,502	-	98,593	2,104,095
Investment return:				
Investment income	55,242	2,716	-	57,958
Net depreciation (realized and unrealized)	(11,178)	(549)	-	(11,727)
Investment fees	<u>(16,390)</u>	<u>(808)</u>	<u>-</u>	<u>(17,198)</u>
Total investment return	27,674	1,359	-	29,033
Appropriation of endowment assets for expenditure	<u>(241,078)</u>	<u>-</u>	<u>-</u>	<u>(241,078)</u>
Endowment net assets, June 30, 2015	<u>\$1,792,098</u>	<u>\$ 1,359</u>	<u>\$98,593</u>	<u>\$1,892,050</u>

In 2014, accumulated earnings within temporarily restricted endowment, no longer subject to donor time or purpose restrictions, were transferred to the Organization's board-restricted endowment fund.

Permanently restricted endowment net assets consist of investment principal maintained in perpetuity. The income earned may be used to support operations. There is one fund that required the appreciation to be included in permanently restricted endowment net assets until such time as it reached a fair value of \$50,000, at which point the income earned may then be used to support operations. The fund reached \$50,000 during the year ended June 30, 2011, and the remaining appreciation is, therefore, reported as temporarily restricted until these funds are withdrawn to support operations.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

10. Line of Credit and Long-Term Debt

The Organization maintains a \$1,000,000 revolving line-of-credit with TD Bank, secured by a mortgage on real property and substantially all business assets, and carrying a variable interest rate of prime plus 1.0% adjusted daily with a floor rate of 4.00% (4.25% at June 30, 2015). Interest is payable monthly. The line-of-credit had an outstanding balance of \$700,000 and \$750,000 at June 30, 2015 and 2014, respectively. The line of credit agreement has a maturity date of January 31, 2016.

Long-term debt consists of the following at June 30:

	<u>2015</u>	<u>2014</u>
Note payable, TD Bank, secured by mortgaged property, with a fixed interest rate of 4.00%, monthly principal and interest payments due of \$7,978 (based on a 15 year amortization period), with a balloon payment for the remaining principal in January 2017	\$1,051,909	\$ -
Note payable, TD Bank and New Hampshire Higher Educational and Health Facilities Authority (HEFA). TD Bank participated in 70% of the original principal balance, and HEFA participated in 30% of the original principal balance. At June 30, 2015, 100% of the principal balance remaining is to TD Bank. The note is secured by mortgaged property, with interest at a blended fixed rate of 4.233% through July 29, 2015 and will then adjust to the Federal Home Loan Bank Boston Five Year Classic Advance Rate plus 2.65% on August 22, 2015, monthly principal and interest payments due of \$5,787, with a balloon payment due for the remaining principal on July 29, 2020	770,083	805,644
Mortgage payable, TD Bank, secured by mortgage on real property and collateral assignment of leases and rents, with interest at the rate of one month LIBOR plus 3.00%, monthly principal payments due ranging from \$2,460 to \$2,925 through October 2014, plus interest, with a balloon payment due for the remaining principal on November 2014, subject to an interest rate swap contract (described below). This mortgage was refinanced in 2015 as described below	-	897,893
Note payable, TD Bank, secured by mortgaged property, with a fixed interest rate of 4.29%. The loan was payable in monthly installments of \$2,367 through October 2022. This note was refinanced in 2015 as described below	-	198,184
	<u>\$1,821,992</u>	<u>\$1,901,721</u>

On January 5, 2015, the Organization entered into a note payable with TD Bank totaling \$1,074,406 to consolidate and refinance the \$897,893 mortgage payable and \$198,184 note payable outstanding to TD Bank as of June 30, 2014.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

10. **Line of Credit and Long-Term Debt (Continued)**

Aggregate maturities required on long-term debt at June 30, 2015 are as follows:

2016	\$ 92,270
2017	1,036,519
2018	40,946
2019	42,703
2020	44,557
Thereafter	<u>564,997</u>
	<u>\$1,821,992</u>

TD Bank requires that the Organization meet certain financial covenants. The Organization must meet 85% of the projected EBITDA of \$22,000 for the fiscal year ended June 30, 2015. The Organization must maintain a minimum unrestricted liquidity in the endowment of \$1,250,000 at all times. The Organization is in compliance with the debt covenants as of June 30, 2015.

In November 2009, the Organization entered into an interest rate swap contract with TD Bank in order to reduce the impact of changes in interest rates in conjunction with the \$897,893 mortgage payable. The interest rate swap contract matured on November 18, 2014 and there is no remaining liability as of June 30, 2015. The interest rate swap contract was recorded at fair value of \$(9,420) as of June 30, 2014.

11. **Leases**

The Organization rents additional housing space in Nashua, NH to be used for patient housing by the housing program. The Organization receives subsidies for reimbursement of expenses per a State contract to offset expenses not covered by patient reimbursement for rent. These leases began to expire in July 2014. The required monthly rental payments range from \$1,200 to \$1,400 and totals \$3,900 per month. Total rent expense under these agreements amounted to \$85,800 and \$63,600 for the years ended June 30, 2015 and 2014, respectively.

Rent expense of \$52,546 and \$13,500 for various equipment was incurred during the years ended June 30, 2015 and 2014, respectively, under noncancellable operating lease agreements covering a term greater than one year.

The Organization also leased a phone system under a capital lease arrangement, with interest at 3.2%, which expired in October 2014. During 2015, the Organization entered into a capital lease arrangement for computers, which calls for monthly principal and interest payments of \$1,995 through April 2018.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

11. **Leases (Continued)**

Future minimum lease payments required under noncancellable lease agreements for the next five years ending June 30 are as follows:

	<u>Operating Leases</u>	<u>Capital Lease</u>
2016	\$ 39,579	\$ 23,940
2017	19,279	23,940
2018	12,079	19,951
2019	12,079	-
2020	<u>9,380</u>	<u>-</u>
Total payments	<u>\$92,396</u>	67,831
Less amounts representing interest		<u>(7,587)</u>
Present value of total minimum lease payments		<u>\$ 60,244</u>

12. **Medicaid Audit**

The Organization was requested by Medicaid to complete a self-audit of Medicaid billing for recreational billing as part of the Organization's Young Adult Program. During 2013, the Organization reached a settlement agreement with Medicaid in regards to this audit totaling \$54,282. The agreement calls for 24 monthly payments of \$2,262. The liability remaining relating to this agreement at June 30, 2014 was \$22,617 and this was paid in full at June 30, 2015.

13. **Malpractice Insurance**

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2015, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

14. **Electronic Health Records Incentive Payments**

The CMS Electronic Health Records (EHR) incentive programs provide a financial incentive for the "meaningful use" of certified EHR technology to achieve health and efficiency goals. To qualify for incentive payments, eligible organizations must successfully demonstrate meaningful use of certified EHR technology through various stages defined by CMS. The Organization filed certain meaningful use attestations with CMS. Revenue totaling \$191,250 associated with these meaningful use attestations was recorded within federal grants in the accompanying statement of activities and changes in net assets for the year ended June 30, 2014. No such revenue was recorded for the year ended June 30, 2015.

Greater Nashua Mental Health Center

at Community Council

BOARD OF DIRECTORS 2015

February 18, 2016

PRESIDENT
FIRST VICE PRESIDENT
SECRETARY
TREASURER
PRESIDENT/CEO

James Fasoli
Edmund Sylvia
Jone Labombard
Marie Tule, CPA
Craig Amoth
E-Mail: amothc@gnmhc.org

TERMS EXPIRES FEBRUARY 2019

Sanders F. Burstein, MD (2013)
Jone Labombard (2010)

TERMS EXPIRES FEBRUARY 2018

Emily Blatt (07-2015)
James S. Fasoli (2009)
Elizabeth Sheehan (2015)
Mary Ann Somerville (2012)

TERMS EXPIRES FEBRUARY 2017

Pamela Burns (2011)
Christine M. Furman (2014)
Kathie Rice Orshak, MA (2011)
Tanya L. Spony, Esq. (2014)
Edmund Sylvia (2011)
Marie Tule, CPA (2011)



CRAIG D. AMOTH

EMPLOYMENT OBJECTIVE:

Provide dynamic leadership for an organization that delivers a valuable service that meets a critical human need.

EMPLOYMENT HISTORY:

Executive

Director **Greater Nashua Mental Health Center, at Community Council**
Nashua, MH Dates of employment: July '15 – Present

Duties: Responsible for the overall operations of the second largest CBHC in New Hampshire, providing a comprehensive array of behavioral health services to residents in the southernmost part of the State. The agency has a staff of approximately 200, with an annual budget of 11 million; serving over 5,000 clients per year.

President & CEO

Behavioral Health Services North
Plattsburgh, NY Dates of employment: Mar. '13–June'15

Duties: Responsible for the overall operations of one of the oldest and largest nonprofit organizations in upstate New York, providing a comprehensive array of behavioral health and social support services for clients across the entire age / developmental spectrum. The agency has a staff of approximately 180, with an annual budget of over 10 million; serving approximately 8,000 individuals each year through 24 programs across three rural counties.

Results: Led the Board and Staff through a comprehensive strategic planning process in response to a rapidly changing healthcare environment--including the transition to Medicaid managed care and integrated health. New initiatives include: same day client access, maximizing technology to enhance efficiency and effectiveness, a performance management program and other human capital enhancements, significant expansion of new low income housing, bringing primary care into the behavioral health clinic, a new community-based crisis stabilization program, enhancing client access to best practices; along with an expansion of development, marketing and community relations activities. Named to the Steering Committee for the northern New York healthcare delivery system reform initiative: a program initiated by the Governor to promote integrated care, reduce unnecessary hospitalizations, increase best practices, and make recommendations for a successful transition to Medicaid managed care.

Consultant & Interim Director of Development and Community Relations

Visiting Nurse & Hospice of VT and NH

West Lebanon, NH

Dates of employment: Jan.-Sept. 2012

Duties: Brought in to assist the organization with Fund Raising / Development, Marketing and Community Relations initiatives. The agency provides home health care and hospice services to a large, rural population in western New Hampshire and eastern Vermont; with over 200 staff and an annual operating budget of 20 million. The agency had been experiencing declines in referrals as a result of new competition, as well as declines in revenue from development activities (annual appeals, grants, etc.).

Results: Serving as both consultant and interim Director of Development and Community Relations, I worked with the senior leadership and the Board Development Committee to define the problems and formulate solutions. Delivered new marketing and development strategies and plans that were designed to address the issues identified and effectively utilize available resources to accomplish the goals. Achieved the best Spring appeal campaign in five years, more than doubling the income from the previous year's effort. This was a limited term engagement.

CEO Range Mental Health Center

Virginia, MN

Dates of employment: June '10-Nov. '11

Duties: Responsible for the overall operations of this comprehensive community behavioral health organization that employs 250 staff, with an annual budget of 13 million. The organization offers comprehensive programming for youth through seniors, has both in-patient and outpatient chemical dependency services (including detox), supported housing, community crisis facilities, adult foster homes, partial hospitalization programs, community-based support services for the seriously mentally ill, and family / youth support services in every school district in the area.

Results: Led board and senior management through a strategic planning effort to prepare the agency to thrive in a rapidly changing, healthcare reformed marketplace. Developed new partnerships with primary care and launched an integrated care pilot program that holds the promise of both enhanced client outcomes and improved profit margins. Initiated several business process restructuring efforts to dramatically reduce client wait times, reduce days in A/R, reduce documentation time, and increase service capacity without adding additional staff. Launched several new service lines and opened a community-based crisis facility to meet the acute behavioral health needs of area residents—at roughly a third of the cost of hospital-based services. Left the agency to return to New Hampshire and reunite with family after efforts to sell NH home proved to be unsuccessful in a difficult market.

Executive Familystrength

Director: Concord, NH

Dates of employment: Jan.'06-May '10

Duties: Responsible for the overall operations of this state-wide private, nonprofit agency that provides intensive home / community-based services for at-risk youth and their families; the agency had a staff of 45 and a budget of 2.5 million. Strong focus on strategic planning, board and middle management development, and restructuring of organizational processes and personnel for optimal agency performance.

Results: The agency went from a deficit of \$197,000 in 2005 (prior to my arrival), to a surplus of \$228,000 (and additional clients served) at the close of my first year. The agency saw similar increases in 2007 and was on track for another record year in 2008--until the state / national economy took a downturn and referrals were adversely affected. Re-engineered the organization to be more cost effective, competitive in '09; State funding continued to be cut so sought out strategic partnerships and merged the organization with another nonprofit agency that was closely aligned and less dependent upon State funding for future growth and sustainability.

Owner: **The Wellness Center**
Powell, Wyoming

Dates of employment: 2004 - 2005

Duties: Private practice providing consulting services to area businesses, schools, hospitals, and other human services related organizations; in addition to conducting individual, couples and family therapy on an outpatient basis.

Executive Park County Mental Health Center

Director: Cody, Wyoming

Dates of employment: 1996 – 2004

Duties: Responsible for the overall operations of this private, nonprofit community mental health agency with a staff of 30 and a budget of 2 million. When I arrived, the agency was heavily in debt, attempting to recover from lawsuits, had multiple staffing and recruitment concerns and was facing the very real prospect of having to close its doors. The agency's reputation in the community was poor at best and its ability to accomplish its mission was severely compromised.

Led the organization through a comprehensive strategic planning process and within a relatively short period, the organization more than quadrupled in size, expanded its operating budget / income by almost 500%, established a healthy reserve and best of all—significantly enhanced the mental health of the communities it serves by providing healthcare in a rural environment that is second to none. The agency maintained multiple sites for ease of access, operated a drop-in center for SPMI clients and provided on-site community-based services in area hospitals, schools, nursing homes / senior centers, correctional facilities, etc. Created a community-based acute care option to prevent unnecessary hospitalizations and implemented a mobile crisis program to respond to acute/emergency needs on a county-wide basis.

- Results:** Development of a comprehensive system of mental health care that encompassed youth through the elderly—utilizing evidenced based models where appropriate.
- Quadrupled the size of organization and the associated revenue
 - Oversaw the design and building of multiple facilities
 - Oversaw the design and implementation of an integrated computerized client database, clinical records, and accounting/billing system
 - Facilitated the integration of mental health care with primary health care systems, educational systems, law enforcement / correctional systems and other community-based social / human service systems.
 - Achieved national accreditation (CARF), youth/adult behavioral health care
 - Significantly enhanced the agency's community reputation and fiscal viability
 - Effectively managed significant growth and change

Program Manager: **HSI Counseling/EAP Services, Human Services Inc.**

Denver, Colorado

Dates of employment: 1994 – 1996

Duties: Responsible for the operations of six out-patient mental health offices in the Metro-Denver and Boulder area which provided over 8,500 counseling sessions per year. The agency is a private, not-for-profit that serves a wide variety of clients (adults, families, couples and youth), as well as those from various ethnic backgrounds and disabilities. Provided clinical and administrative supervision to a staff of 26. Developed program budgets, marketing plans; policies and procedures and oversaw staff development and training. Grant writing and public relations efforts were also effectively carried out.

Program Manager: **Child and Family Services, Aurora Community Mental Health Center**

Aurora, Colorado

Dates of employment: 1991 – 1994

Duties: Provided direct supervision to a staff of six full-time and two part-time employees. Responsible for overall program operations, management of the program budget, development and implementation of staff training, program policies, as well as new initiatives to meet community needs. Provided direct service to agency clients. Implemented a brief-therapy training program to facilitate therapists becoming more efficient and effective in their delivery of clinical services in preparation for managed care/capitated Medicaid contracts. Successful in writing and securing grants. Served as the consultant and liaison to the Denver Metro area children's psychiatric hospitals and the state Hospital at Fort Logan—assisting them in developing appropriate service plans and obtaining the necessary discharge support services in the community.

Family Therapist: **Willow Street Center for Youth / Families, Abbott Northwestern Hospital**

Minneapolis, Minnesota

Dates of employment: 1988 – 1990

Duties: Conducted individual and family assessments, provided intensive therapeutic interventions for acutely mentally ill and/or suicidal youth, adults and their families. Facilitated therapeutic groups for both youth and adults. Provided family, marital and individual therapy on an outpatient basis as well.

Program CrossStreets for Youth/Families, St. Paul Youth Service Bureau
Manager: 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 Alpha House Youth Care Inc.
Director: 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 Park County, Wyoming Leadership Program; Greater Concord Area,
Academies New Hampshire Leadership Program; Blandin Foundation Leadership
Program, Minnesota

PROFESSIONAL AFFILIATIONS / AWARDS: Awarded Marriage and Family Therapist of the year by the Colorado Assoc. of Marriage and Family Therapists (for state legislative advocacy efforts). Member of the National Council for Community Behavioral Healthcare.

KEY ADMINISTRATIVE PERSONNEL - FY2017

CMHC: Community Council of Nashua, NH dba Greater Nashua Mental Health Center at Community Council

Position	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
President and CEO	Craig Amoth	1.00	\$150,000	\$150,000.00	45.00%
Chief of Services (COO)	Dr. Cynthia Whitaker	1.00	\$90,000	\$90,000.00	45.00%
Medical Director	Marilou Patalinjug Tyner, MD	1.00	\$250,000	\$250,000.00	45.00%
Director of Finance	currently Interim contracted employee, will be filled in April/May	1.00	\$85,000	\$85,000.00	45.00%
HR Director	vacant until April		\$85,000	\$0.00	45.00%

Subject: Mental Health Services & PATH Services

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Behavioral Health, Bureau of Mental Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center of Greater Manchester, Inc.		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103-3628	
1.5 Contractor Phone Number 603-668-4111	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,707,970
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William Rider President/Chief Executive Officer	
1.13 Acknowledgement: State of NH , County of Hillsborough On May 25, 2016 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Joanne C. Duclos, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/12/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

WR

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**Exhibit A
Scope of Work
SFY 2017**

I. SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- C. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- D. The Contractor acknowledges the requirements of the Community Mental Health Agreement and shall demonstrate progress toward meeting the following terms in the Community Mental Health Agreement: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; and 3.) transition planning for individuals at New Hampshire Hospital and Glenclyff Home. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the Agreement.
- E. Should the Contractor fail to demonstrate progress toward meeting the Agreement's terms noted in section D above after consultation with and technical assistance from the Department, the Department may terminate the contract with the Contractor under the provisions detailed in Exhibit C-1.

II. QUALITY IMPROVEMENT

- A. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- B. In order to document consumer strengths, needs, and outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - a. Employed to develop an individualized, person-centered treatment plan;
 - b. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - c. Submitted to the database managed for the State that will allow client-level, regional, and statewide outcome reporting.
 - 3. Documentation of re-assessment using the New Hampshire version of the CANS



**Exhibit A
Scope of Work
SFY 2017**

or ANSA shall be conducted at least every three (3) months.

- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2017 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage all consumers sampled to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2017 shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- D. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.
- E. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).



**Exhibit A
Scope of Work
SFY 2017**

- F. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.

V. COORDINATION WITH PRIMARY CARE PROVIDER

- A. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.
- B. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

VI. TRANSITION OF CARE

- A. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.
- B. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

VII. APPLICATION FOR OTHER SERVICES

The Contractor will provide assistance to eligible consumers in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

VIII. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

IX. MAINTENANCE OF FISCAL INTEGRITY

- A. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.



**Exhibit A
Scope of Work
SFY 2017**

1. **Days of Cash on Hand:**
 - a. **Definition:** The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. **Formula:** Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - c. **Performance Standard:** The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

2. **Current Ratio:**
 - a. **Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - b. **Formula:** Total current assets divided by total current liabilities.
 - c. **Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

3. **Debt Service Coverage Ratio:**
 - a. **Rationale:** This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
 - b. **Definition:** The ratio of Net Income to the year to date debt service.
 - c. **Formula:** Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - d. **Source of Data:** The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - e. **Performance Standard:** The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

4. **Net Assets to Total Assets:**
 - a. **Rationale:** This ratio is an indication of the Contractor's ability to cover their liabilities.
 - b. **Definition:** The ratio of the Contractor's net assets to total assets.
 - c. **Formula:** Net assets (total assets less total liabilities) divided by total assets.
 - d. **Source of Data:** The Contractor's Monthly Financial Statements.
 - e. **Performance Standard:** The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

- B.** In the event that the Contractor does not meet either:
1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that B. 1. and/or B. 2 has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information



**Exhibit A
Scope of Work
SFY 2017**

to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- C. The Contractor shall inform the Director of the Bureau of Mental Health Services by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- D. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- E. The Contractor shall provide their Revenue and Expense Budget within fifteen (15) calendar days of the contract effective date.
 - 1. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractors cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 2. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

X. REPORTING REQUIREMENTS

- A. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 1. For BMHS Eligible Clients: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 2. For Non-BMHS Eligible Clients: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- B. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- C. The Department approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

XI. REDUCTION OR SUSPENSION OF FUNDING

- A. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt



**Exhibit A
Scope of Work
SFY 2017**

written notification to the Contractor of such material reduction or suspension.

- B. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- C. Any plan devised pursuant to Subsection B., above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
 - 1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 - 2. The Contractor shall continue to provide emergency services to all consumers;
 - 3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 - 4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contractor is faced with a more sudden reduction in ability to deliver said services.
- B. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- D. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- B. The Contractor shall submit consumer demographic and encounter data, including data



Exhibit A
Scope of Work
SFY 2017

on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, and timeliness as specified by DHHS.

- C. General requirements for the Phoenix system are as follows:
1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;
 2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files;
 3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days;
 4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and as specified by DHHS to ensure submitted data is current; and
 5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - a. All data is formatted in accordance with the file specifications
 - b. No records will reject due to illegal characters or invalid formatting.
 6. The Contractor shall meet the following standards:
 - a. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS;
 - b. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor;
 - c. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed one (1) year.
 - d. Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the Department the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.



**Exhibit A
Scope of Work
SFY 2017**

XV. EMERGENCY SERVICES

The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS (ACT)

A. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).

B. The Contractor shall report their level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS. The Adult ACT Infrastructure Compliance Report shall be included with the invoices submitted for payment of Adult ACT Team funds as defined in Exhibit B.

C. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.

B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 18.6 percent by June 30, 2017. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2016.

XVIII. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND GLENCLIFF HOME

A. The Contractor shall participate in the development of plans to transition individuals at NHH and Glencliff to the community.

B. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, Glencliff, and Transitional Housing Services that will



Exhibit A
Scope of Work
SFY 2017

include, among other things, explaining the benefits of community living and facilitating visits to community settings.

XIX. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) CONSULTATION

Division for Children, Youth & Family (DCYF) funds are to be used by the Contractor to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

XX. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.

B. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.

C. Activities that may be funded:

1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
2. Costs associated with developing other BBH-requested data reporting system.
3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

D. Other conditions for payment:

1. Progress Reports from the Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
2. Payments:
 - a. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment shall be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MILITARY CULTURE/AWARENESS INITIATIVE

A. The Contractor shall designate a military liaison/s who will participate in a one (1) hour conference call each month with the State CMHC Military Liaison, as well as with the other CMHC Military Liaisons from across the State. The purpose of these calls is to share successes, challenges and opportunities for serving veterans, service members, and their families who receive care at the CMHC.

B. The Contractor's Military Liaison/s shall participate in four (4) statewide CMHC Military Liaison Training & Planning Retreats, scheduled quarterly throughout the contract year.



**Exhibit A
Scope of Work
SFY 2017**

- C. CMHC Military Liaisons will plan, schedule, and market at least one (1) sustainability activity per month. These activities should increase awareness, provide education, and/or introduce resources to help CMHC staff meet the needs of veterans, service members, and their families. These sustainability activities can include group participation in military specific webinars, Brown Bag Lunch and Learn, incorporation of Veterans Health Administration (VA), Vet Center, Care Coordination, or National Guard staff into department meetings or continuing education opportunities, meetings with CMHC leadership or Board of Directors, and other opportunities to strengthen services and supports to veterans, service members and their families.
- D. The Contractor shall "Ask the Question" during their intake process to identify service members, veterans and family members seeking services. The Contractor shall provide training and review sessions with their intake staff, as needed, to ensure that their staff are comfortable with "asking the question" and answering any questions that military members might have. The Contractor shall conduct at last two (2) baseline reviews on their data collection during the contract year.
- E. The State CMHC Military Liaison will coordinate monthly conference calls, schedule and plan quarterly retreats, visit each CMHC at least once during the contract year, and provide ongoing support, supervision, and guidance to all CMHC Military Liaisons as needed. The State CMHC Military Liaison will also maintain weekly contact with DHHS Military Programs' staff.
- F. The Contractor's Military Liaison/s shall serve as the contact both within the CMHC and within the Region for issues related to serving veterans, service members and their families. The Contractor's Military Liaison/s shall provide at least one (1) of the following each month:
1. Serve as a military culture subject matter expert/consultant for clinicians, providing support and guidance as needed;
 2. Promote ongoing military culture and competence within the CMHC;
 3. Work with admissions and administrative staff to determine if currently serving veterans, service members and family members are being assessed by emergency services or seeking treatment;
 4. Evaluate agency-wide level of military cultural competence and ability to treat veterans, service members, and their families;
 5. Become familiar with the VA, Vet Center, National Guard, Care Coordination, and military medical staff resources and services to assist CMHC staff in developing relationships and making referrals;
 6. Network with military-civilian service providers;
 7. Develop relationships and partnerships with military resources while enhancing quality of care for veterans, service members, and their families;
 8. Coordinate and facilitate agency military teams and/or internal workgroups;
 9. Help to serve and support justice involved veterans by collaborating with the courts, VA, Vet Center, and other community resources;
 10. Promote enhanced ability to serve veterans, service members, and their families; and
 11. Other duties as identified by the Contractor and approved by DHHS.



**Exhibit A
Scope of Work
SFY 2017**

- G. The Contractor's Military Liaison/s shall provide up to a total of sixteen (16) hours per month on the activities defined in Sections A, B, C, D, and F above.
- H. The Contractor shall promote military culture and military competencies, to all CMHC staff on an ongoing basis. The Contractor's staff will ideally be trained in having an overall understanding of the service delivery system in serving veterans, service members and their families within the CMHC and within its Region.
- I. The Contractor shall provide an updated work plan, using the existing work plan as a guide, within thirty (30) calendar days from the effective date of the contract for DHHS approval. The Contractor shall include in the work plan at a minimum, the activities, deliverables, and due dates, and who will perform the activities. The Liaison will track and report activities monthly to include: the number of educational opportunities shared and attended, outreach and marketing activities, agency workgroup participation (if applicable), internal communication/ promotion with agency staff (i.e. newsletter, educational opportunities, community events), and meetings and outreach activities with military and community partners.

XXII. NO WRONG DOOR SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

- A. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- B. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
- C. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
- D. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners.
- E. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- F. The Contractor shall at a minimum:
 - 1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 5. Participate in NHCarePath outreach, education and awareness activities.



**Exhibit A
Scope of Work
SFY 2017**

XXIII. RENEW SUSTAINABILITY (Rehabilitation for Empowerment, Education, and Work)

The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches. These funds may also be used for RENEW facilitator or coach training (up to 5 slots) for the purpose of maintaining recommended staffing levels. These funds will also support travel and materials for RENEW activities.

Activity	# of Units/YR and Cost/Unit	Total Cost
Coaching for Implementation Team and agency coaches	(20) hours @ \$150/hr	\$3,000
(5) slots for Facilitator or Coach's training	\$99 per person	\$ 495
Travel and copies	Average \$450 per agency	\$ 450
		\$3,945

XXIV. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

- A. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- B. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- C. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- D. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services.
- E. The Contractor shall comply with all reporting requirements under the PATH Grant.



**Exhibit A
Scope of Work
SFY 2017**

- F. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- G. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

XXV. REFUGEE INTERPRETER SERVICES

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.

XXVI. CYPRESS CENTER

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.

XXVII. INSTITUTIONAL REVIEW BOARD

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.

EXHIBIT B
METHODS OF PAYMENT
FY 2017

A. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

B. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #: 93.150
Federal Agency: U.S. Department of Health and Human Services
Program Title: Projects for Assistance in Transition from Homelessness (PATH) PL 101-645
FAIN: SM016030-14

CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services
Program Title: Balancing Incentive Program (BIP)
FAIN #: 05-1505NHBIPP

1. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

C. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

1. 05-95-92-920010-5945-102-500731
2. 05-95-92-920010-7851-102-500731
3. 05-95-42-421010-2958-102-500731
4. 05-95-42-423010-7926-102-500731
5. 05-95-49-490510-2985-102-500731

D. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

E. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.

F. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:

1. Medicaid enrolled individuals:

- a. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
- b. Medicaid Fee for Service: The vendor shall bill Medicaid for services on the Fee for Service (FFS) schedule.

2. Other insurance/payors:

- a. The vendor shall directly bill the other insurance or payors.

- G. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

H. Other Contract Programs:

1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	Amount
Div. for Children Youth and Families (DCYF) Consultation	3,540
Assertive Community Treatment Team (ACT) – Team 1	225,000
Assertive Community Treatment Team (ACT) – Team 2	225,000
Emergency Services	440,884
Behavioral Health Services Information System (BHSIS)	5,000
Military Culture/Awareness Initiative	12,480
Refugee Interpreter Services	14,000
Homeless and Housing Federal Grant	40,121
Institutional Review Board	63,000
Cypress Center	675,000
Rehabilitation for Empowerment, Natural Supports, Education, and Work (RENEW)	3,945
Total	\$1,707,970

2. Payment for each contracted service in the above table shall be made on cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
- The Contractor shall provide individual program budgets within ten (10) days from the effective date of the contract for Department approval.
 - The Contractor shall provide invoices on Department supplied forms.
 - The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the Department approved individual program budgets.
 - Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

Financial Manager
 Bureau of Behavioral Health
 Department of Health and Human Services
 105 Pleasant Street, Main Building

Concord, NH 03301

4. Emergency Services: The Department shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section XV, Emergency Services.
5. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
6. Military Culture/Awareness Initiative: The Contractor shall be reimbursed at a rate of \$65 per hour for the military liaison. The Contractor shall be reimbursed \$65 per hour for all other staff to attend training as defined in Exhibit A, Section XXIII. Military Support. The vendor shall not invoice the Department from more than one (1) funding source for staff to attend trainings.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 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

Handwritten initials in black ink, appearing to be 'JML'.

5/25/16



- 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.

[Handwritten Signature]
5/25/10



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4. of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6. of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10. of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1.** The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 120 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2.** In the event of early termination, the Contractor shall, within 60 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3.** The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4.** In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5.** The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
- 10.6.** In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.7.** In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the

WJK

5/25/16



Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its' obligations hereunder.

- 10.8.** The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3.** Add the following regarding "Contractor Name" to Paragraph 1.:

 - 1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for-profit.
- 4.** Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.:

 - 6.4.** The Contractor shall comply with Title II of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5.** Add the following regarding "Personnel" to Paragraph 7.:

 - 7.4.** Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5.** No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

 - 7.5.1.** Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
 - 7.5.2.** Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
 - 7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- 6.** Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:

 - 8.1.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of

[Handwritten Signature]
Date 5/25/14



Default"):

- 8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;
- 8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A., IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A. 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A., XVII.

7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:

8.2.5. Give the Contractor written notice of default in the event that the

Exhibit C-1 – Revisions to Standard Provisions

Contractor Initials

Date



Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A., Section IX., A., and Exhibit C-1, Subparagraph 8.1.13. or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:

8.2.5.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

8.2.5.2. Conduct a financial audit of the Contractor; and/or

8.2.5.3. Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.

8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:

8.3. Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.

9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:

9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.

9.5.1. The Contractor shall submit the following fiscal reports:

9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.

9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.

[Handwritten Signature]
5/23/16



9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.

9.5.1.5. On or before November 1, 2016, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.3. of this Exhibit to DHHS in PDF format for fiscal year 2016, including the funds received under the fiscal year 2016 Agreement.

9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.

9.5.3. For required federal reports, the Contractor shall:

9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;

9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and

9.5.3.3. Submit to DHHS all reasonable additional reports and data files as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.

9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.

11. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:

A handwritten signature in black ink, appearing to be 'M. M.' or similar, written over a horizontal line.

5/25/16



ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

- 12.1.** The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.
- 12.2.** The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3.** The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4.** Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5.** In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
- 12.** Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
- 13.2.** The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General

[Handwritten Signature]
Date 5/25/16



Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

13. Replace Paragraph 14.1.1. with the following:
- 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.
14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
- 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue;
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A.; and
 - 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
- 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
15. Add the following regarding "Special Provisions" to Paragraph 22.:
- 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a



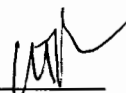
- grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
- 22.4.** The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.
- 22.5.** Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6.** In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
- 22.6.1.** The identity of the party to whom the property is to be sold or otherwise transferred;
- 22.6.2.** The consideration, if any, to be paid;
- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

JML
5/25/16



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.


5/25/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

[Handwritten Signature]
5/25/16



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.

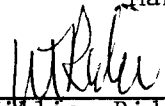
Place of Performance (street address, city, county, state, zip code) (list each location)

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

5/25/16
Date


Name: William Rider
Title: President/Chief Executive Officer



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

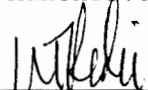
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

5/25/10
Date


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

ML
5/25/16



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

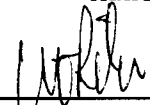
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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

5/25/16
Date


Name: William Rider
Title: President/Chief Executive Officer

Contractor Initials 
Date 5/25/16



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials 

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: The Mental Health Center of Greater
Manchester

5/25/14
Date

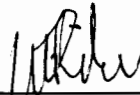

Name: William Rider
Title: President/Chief Executive Officer

Exhibit G

Contractor Initials WR

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 5/25/14



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

5/25/10

Date

Name: William Rider

Title: President/Chief Executive Officer

WR
5/25/10



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

[Handwritten Signature]
5/25/10



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

A handwritten signature in black ink, appearing to be 'JML'.

5/25/16



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.

[Handwritten Signature]
5/25/16



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

5/27/16
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

May 25, 2016
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

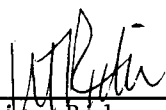
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: The Mental Health Center of Greater
Manchester

5/25/10
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?

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:

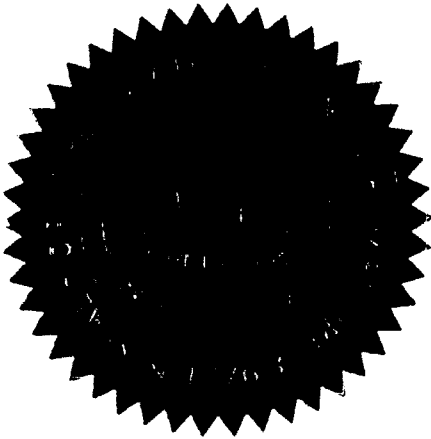
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: <u>Quentin Turnbull, MD</u>	Amount: <u>206,648</u>
Name: <u>Willaim Rider, CEO</u>	Amount: <u>144,800</u>
Name: <u>Paul Michaud, CFO</u>	Amount: <u>120, 528</u>
Name: <u>Patricia Carty, COO</u>	Amount: <u>100,569</u>
Name: <u>Rik Cornell, VP</u>	Amount: <u>93,995</u>

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 formed October 17,1960. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2016

A handwritten signature in black ink, which appears to read 'William M. Gardner'. The signature is written in a cursive style and is located below the text of the certificate.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, **Leo Simard**, do hereby certify that:

1. I am the duly elected Clerk of **The Mental Health Center of Greater Manchester**
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **May 24, 2016**.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

**To Provide: Mental Health Services, and
Projects for Assistance in Transition from Homelessness (PATH) Services**

RESOLVED: That the **President** hereby is 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 25, 2016.

4. **William Rider** is duly elected **President** of the Corporation.

(Seal)
(Corporation)



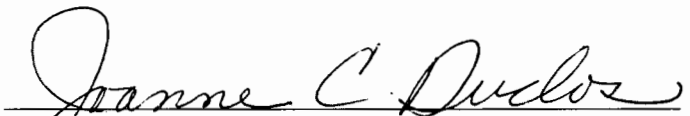
(Signature of Board Secretary)

State of **New Hampshire**

County of **Hillsborough**

The foregoing instrument was acknowledged before me this 25th day of **May 2016**

by **Leo Simard**.



Name: **Joanne Duclos**
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: 9/18/18

IOANNE C. DUCLOS, Notary Public
Commission Expires **September 18, 2018**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2016

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 CGI Insurance 171 Londonderry Turnpike Hooksett NH 03106		CONTACT NAME: Mark Harvie PHONE (A/C No, Ext): (603) 232-9306 E-MAIL ADDRESS: mharvie@cgibusinessinsurance.com		FAX (A/C, No): (603) 622-4618	
INSURED The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street Manchester NH 03103-3628		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: 16/17 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK1471055	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Inc. Prof. Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			PHPK1471055	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	PHUB534541	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ECC60040000298-2015A-WC	9/12/2015	9/12/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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. RE: Kimberly Calhoun, LICSW

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

Mark Harvie/KDC

© 1988-2014 ACORD CORPORATION. All rights reserved.



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, 2015

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
TABLE OF CONTENTS
June 30, 2015

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	
FINANCIAL STATEMENTS	
Combining Statements of Financial Position	1
Combining Statements of Activities and Changes in Net Assets	2
Combining Statements of Cash Flows	3
Notes to Combining Financial Statements	4
SUPPLEMENTARY INFORMATION	
Analysis of Accounts Receivable	17
Analysis of BBH Revenues, Receipts and Receivables	18
Statement of Functional Public Support and Revenues	19
Statement of Functional Expenses	20



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 statement of financial position as of June 30, 2015, 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 misstatements.

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, 2015, 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 & Sugart

St. Albans, Vermont
October 14, 2015

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF FINANCIAL POSITION
June 30, 2015

<u>ASSETS</u>				
	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
CURRENT ASSETS				
Cash	\$ 6,562,483	\$ 14,216	\$ -	\$ 6,576,699
Accounts Receivable, net	2,454,384	-	-	2,454,384
Other Accounts Receivable	175,146	500,600	(500,600)	175,146
Grant Receivable	885	-	-	885
Investments	-	2,533,483	-	2,533,483
Prepaid Expenses	<u>186,659</u>	<u>-</u>	<u>-</u>	<u>186,659</u>
TOTAL CURRENT ASSETS	<u>9,379,557</u>	<u>3,048,299</u>	<u>(500,600)</u>	<u>11,927,256</u>
PROPERTY, PLANT AND EQUIPMENT,				
Net of accumulated depreciation	<u>3,225,205</u>	<u>-</u>	<u>-</u>	<u>3,225,205</u>
TOTAL ASSETS	<u>\$ 12,604,762</u>	<u>\$ 3,048,299</u>	<u>\$ (500,600)</u>	<u>\$ 15,152,461</u>
 <u>LIABILITIES AND NET ASSETS</u>				
CURRENT LIABILITIES				
Accounts Payable	\$ 181,372	\$ -	\$ -	\$ 181,372
Due To Affiliate	500,600	-	(500,600)	-
Accrued Payroll & Vacation, other accruals	1,851,185	4,002	-	1,855,187
Deferred Revenue	50,353	-	-	50,353
Amounts held for Patients and Other Deposits	<u>21,148</u>	<u>-</u>	<u>-</u>	<u>21,148</u>
TOTAL CURRENT LIABILITIES	<u>2,604,658</u>	<u>4,002</u>	<u>(500,600)</u>	<u>2,108,060</u>
EXTENDED ILLNESS LEAVE, Long term	<u>506,285</u>	<u>-</u>	<u>-</u>	<u>506,285</u>
POST-RETIREMENT BENEFIT OBLIGATION	<u>53,469</u>	<u>-</u>	<u>-</u>	<u>53,469</u>
NET ASSETS				
Unrestricted	9,440,350	2,745,793	-	12,186,143
Temporarily restricted	-	66,429	-	66,429
Permanently restricted	<u>-</u>	<u>232,075</u>	<u>-</u>	<u>232,075</u>
TOTAL NET ASSETS	<u>9,440,350</u>	<u>3,044,297</u>	<u>-</u>	<u>12,484,647</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 12,604,762</u>	<u>\$ 3,048,299</u>	<u>\$ (500,600)</u>	<u>\$ 15,152,461</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, 2015

	MHCGM	Foundation		Eliminating Entries	Combined Total	
	Unrestricted	Unrestricted	Temporarily Restricted			Permanently Restricted
REVENUE AND OTHER SUPPORT						
Program Service Fees	\$ 21,950,887	\$ -	\$ -	\$ -	\$ 21,950,887	
Fees and Grants from Governmental Agencies	1,682,613	-	-	-	1,682,613	
Rental Income	142,493	-	-	-	142,493	
Other Income	1,401,994	-	-	(80,000)	1,321,994	
TOTAL REVENUE AND OTHER SUPPORT	25,177,987	-	-	(80,000)	25,097,987	
OPERATING EXPENSES						
Program Services:						
Children & Adolescents	3,909,688	-	-	-	3,909,688	
Elderly	311,551	-	-	-	311,551	
Emergency Services	1,629,772	-	-	-	1,629,772	
Vocational Services	423,847	-	-	-	423,847	
Non-Eligibles	1,377,346	-	-	-	1,377,346	
Mutli-Service Team	9,356,661	-	-	-	9,356,661	
Crisis Unit	2,240,696	-	-	-	2,240,696	
Community Residences & Support Living	1,208,886	-	-	-	1,208,886	
Other	1,615,957	-	-	-	1,615,957	
Total Program Services	22,074,404	-	-	-	22,074,404	
Supporting Services						
Management and General	2,491,566	-	-	(600,000)	1,891,566	
TOTAL OPERATING EXPENSES	24,565,970	-	-	(600,000)	23,965,970	
INCOME FROM OPERATIONS	612,017	-	-	520,000	1,132,017	
NON-OPERATING REVENUE/(EXPENSES)						
Contributions	278,147	600,000	66,429	1,406	(600,000)	345,982
Interest/Dividend Income	3,227	100,894	-	-	-	104,121
Investment Loss	-	(73,616)	-	-	-	(73,616)
Dues	-	(4,800)	-	-	-	(4,800)
Donations/Contributions	-	(80,000)	-	-	80,000	-
Miscellaneous Expenses	-	(3,500)	-	-	-	(3,500)
NON-OPERATING REVENUE/ (EXPENSES), NET	281,374	538,978	66,429	1,406	(520,000)	368,187
INCREASE IN NET ASSETS	893,391	538,978	66,429	1,406	-	1,500,204
NET ASSETS AT BEGINNING OF YEAR	8,546,959	2,206,815	-	230,669	-	10,984,443
NET ASSETS AT END OF YEAR	\$ 9,440,350	\$ 2,745,793	\$ 66,429	\$ 232,075	\$ -	\$ 12,484,647

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, 2015

	MHCGM	Foundation	Eliminating Entries	Combined Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$ 893,391	\$ 606,813	\$ -	\$ 1,500,204
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Depreciation	266,336	-	-	266,336
Unrealized loss on investments	-	250,621	-	250,621
Realized gain on investments	-	(192,862)	-	(192,862)
Decrease (Increase) in Operating Assets:				
Accounts Receivable	1,036,940	-	-	1,036,940
Prepaid Expenses, grants and contracts receivable, and other current assets	(52,471)	-	-	(52,471)
Increase (Decrease) in Operating Liabilities:				
Accounts Payable	(11,331)	-	-	(11,331)
Due to Affiliate	536,400	(436,351)	(100,049)	-
Accrued Expenses and Other Current Liabilities	(17,906)	-	-	(17,906)
Deferred Revenue	(17,095)	-	-	(17,095)
Amounts held for Patients and Other Deposits	1,372	-	-	1,372
Post Retirement Benefit Obligation	(11,337)	-	-	(11,337)
Extended Illness Leave	(42,917)	-	-	(42,917)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>2,581,382</u>	<u>228,221</u>	<u>(100,049)</u>	<u>2,709,554</u>
 CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property, plant, and equipment, net	(341,410)	-	-	(341,410)
Proceeds from sale of investments	-	2,246,689	-	2,246,689
Purchase of investments	-	(2,468,480)	-	(2,468,480)
NET CASH (USED) BY INVESTING ACTIVITIES	<u>(341,410)</u>	<u>(221,791)</u>	<u>-</u>	<u>(563,201)</u>
NET INCREASE (DECREASE) IN CASH	2,239,972	6,430	(100,049)	2,146,353
CASH AT BEGINNING OF YEAR	<u>4,322,511</u>	<u>7,786</u>	<u>100,049</u>	<u>4,430,346</u>
CASH AT END OF YEAR	<u>\$ 6,562,483</u>	<u>\$ 14,216</u>	<u>\$ -</u>	<u>\$ 6,576,699</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, 2015

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, 2012, 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, 2015

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 2015, the Center increased its estimate in the allowance for doubtful accounts from 58% to 71% of total accounts receivable to \$6,050,921 as of June 30, 2015 from \$4,918,837 as of June 30, 2014. This was a result of self-pay patient accounts receivable increasing as a percentage of accounts receivable to 53% of total accounts receivable as of June 30, 2015 from 45% of total accounts receivable as of June 30, 2014.

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, 2015 totaled \$21,950,887, of which \$21,292,274 was revenue from third-party payors and \$658,613 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, 2015

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 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 \$409,390 for the year ended June 30, 2015.

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, 2015

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 79% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2015. 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, 2015:

Land	\$ 1,415,708
Buildings and improvements	4,581,240
Furniture and equipment	<u>1,576,978</u>
	7,573,926
Accumulated depreciation	<u>(4,348,721)</u>
	<u>\$ 3,225,205</u>

Depreciation expense for the year ended June 30, 2015 was \$266,336.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2015

NOTE 4 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$ 4,534,780
Managed medicaid	1,134,488
Medicaid receivable	1,305,578
Medicare receivable	516,628
Other insurance	<u>1,013,831</u>
	8,505,305
Allowance	<u>(6,050,921)</u>

\$ 2,454,384

ACCOUNTS RECEIVABLE – OTHER

Amoskeag Residences	\$ 6,422
Boston University COG	48,083
Catholic Medical Center	7,642
Community Connection	12,156
Dartmouth	9,951
Easter Seals	9,238
Farnum Center	15,458
HCHC	12,006
Manchester Community Health	21,215
Miscellaneous accounts receivable	44,539
North Shore LIJ	22,116
United Way	<u>8,750</u>

\$ 175,146

GRANTS RECEIVABLE

State of New Hampshire – DHHS	
Division for Children, Youth and Families	<u>\$ 885</u>

NOTE 5 DEFERRED REVENUE

CIP Grant	\$ 23,558
Central NY Services	11,140
Greater Manchester Charitable Trust	7,273
HCHC Gym Memberships	3,141
Miscellaneous deferred revenue	1,574
State of NH DIG Grant	<u>3,667</u>

\$ 50,353

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2015

NOTE 6 LINE OF CREDIT

As of June 30, 2015, the organization had available a line of credit with a bank due on demand with an upper limit of \$2,500,000. The line was not utilized as of June 30, 2015. These funds are available with interest charged at Prime Rate.

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 are as follows:

2016		\$ 427,666
2017		54,228
2018		20,198

Rental expense was \$357,616 for the year ended June 30, 2015.

NOTE 8 EXTENDED ILLNESS LEAVE (EIL)

The following table sets forth the Center's funded status of EIL as of June 30, 2015:

Net Post-Retirement Health Cost:

Service cost		\$ 32,096
Interest cost		<u>20,225</u>
Net post retirement health cost		<u>\$ 52,321</u>

Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year		\$ 549,202
Service cost		32,096
Interest cost		20,225
Actuarial loss		(8,060)
Benefits paid		<u>(87,178)</u>
Benefit obligation at end of year		<u>\$ 506,285</u>

Balance Sheet Liability:

Accumulated postretirement benefit obligation		\$ 506,285
Fair value of plan assets		<u>-</u>
Unfunded accumulated postretirement benefit obligation		<u>\$ 506,285</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2015

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Reconciliation of Accrued Costs:

Accrued benefit obligation at beginning of year	\$ 594,082
Net post retirement health cost for the year	52,321
Contributions made during the year (benefits paid)	<u>(87,178)</u>

Accrued post retirement health cost at end of year \$ 559,225

Estimated Future Benefit Payments:

2015 – 2016	\$ 34,900
2016 – 2017	20,600
2017 – 2018	51,900
2018 – 2019	43,000
2019 – 2020	107,200
2020 – 2025	<u>251,100</u>

Expected contribution for next fiscal year \$ 34,900

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (549,202)
Net actuarial gain arising during the year	8,060
Increase from current year service and interest cost	(52,321)
Contributions made during the year	<u>87,178</u>

Balance sheet liability at end of year \$ (506,285)

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (44,881)
Net actuarial (gain) or loss arising during the year	(8,060)
Reclassification from amortization of net actuarial loss recognized during the year	<u>-</u>

Unrestricted net assets not yet classified as NPBC
at end of year \$ (52,941)

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2015

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Unrestricted Net Assets Not Yet Classified As Net

Postretirement Benefit Cost:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(52,941)</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (52,941)</u>
--	--------------------

The weighted-average discount rate used in determining the accumulated benefit obligation was 4.25% at June 30, 2015.

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, 2015; 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	\$ 2,325
Net amortization of (gain)	<u>(16,110)</u>
Net post retirement health cost/(income)	<u>\$ (13,785)</u>

Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year	\$ 64,806
Interest cost	2,325
Actuarial loss	(287)
Benefits paid	<u>(13,375)</u>
Benefit obligation at end of year	<u>\$ 53,469</u>

FASB Balance Sheet Liability:

Accumulated postretirement benefit obligation	\$ 53,469
Fair value of plan assets	<u>-</u>
Unfunded accumulated postretirement benefit obligation	<u>\$ 53,469</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2015

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Reconciliation of Accrued Costs:

Accrued benefit obligation at beginning of year	\$ 232,383
Net post retirement health cost/(income) for the year	(13,785)
Contributions made during the year (benefits paid)	<u>(13,375)</u>
 Accrued post retirement health cost at end of year	 <u>\$ 205,223</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, 2015:

Discount rate 4.25%

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>\$ 2,370</u>	<u>\$ 2,281</u>
	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on the health care component of the accumulated postretirement benefit obligation	<u>\$ 54,624</u>	<u>\$ 52,343</u>

Weighted-average assumptions used to determine Net Periodic Benefit Cost at June 30, 2015:

Discount rate 4.25%

Cash Flows

Estimated Future Benefit Payments:

2015 – 2016	\$ 14,300
2016 – 2017	14,900
2017 – 2018	15,500
2018 – 2019	16,200
2019 – 2020	2,300
2020 – 2025	<u>11,300</u>
 Expected contribution for next fiscal year:	 <u>\$ 14,300</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2015

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Change in Balance Sheet Liability:	
Balance sheet liability at beginning of year	\$ (64,806)
Net actuarial gain or (loss) arising during the year	287
Increase from current year service and interest cost	(2,325)
Contributions made during the year	<u>13,375</u>
 Balance sheet liability at end of year	 <u>\$ (53,469)</u>
Amounts Recognized as Adjustments to Unrestricted Net Assets:	
Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (167,578)
Net actuarial (gain) arising during the year	(287)
Reclassification from amortization of net actuarial loss recognized during the year	<u>16,110</u>
 Unrestricted net assets not yet classified as NPBC at end of year	 <u>\$ (151,755)</u>
Reconciliation of Accrued Costs:	
Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(151,755)</u>
 Unrestricted net assets not yet classified as NPBC at end of year	 <u>\$ (151,755)</u>
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>\$ 16,110</u>

NOTE 10 COMMITMENTS AND CONTINGENCIES

The Center held deposits with TD Bank North totaling \$6,649,316 as of June 30, 2015. Of this amount \$305,091 is in excess of FDIC coverage of \$250,000 and collateralized Federal repurchase agreements totaling \$6,094,224 as of June 30, 2015.

The Foundation held investments with LPL Financial totaling \$2,533,483 as of June 30, 2015. Of this amount \$2,033,483 is in excess of SIPC coverage of \$500,000 and is uninsured.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2015

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, 2015 is \$6,422 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, 2015 are as follows:

Billed	<u>\$ 65,258</u>
Reimbursed	<u>\$ 66,487</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	\$ 32,525	\$ 32,525
Marketable Equity Securities	<u>2,458,924</u>	<u>2,500,958</u>
 TOTAL	 <u>\$ 2,491,449</u>	 <u>\$ 2,533,483</u>

Investment return consisted of the following:

Advisory Fees	\$ (15,857)
Net realized gain	192,862
Change in Fair Market Value - Net unrealized loss	<u>(250,621)</u>
 TOTAL INVESTMENT LOSS	 <u>\$ (73,616)</u>

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 Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2015

NOTE 13 FAIR VALUE MEASUREMENTS (continued)

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, 2015. 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>06/30/15</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	\$ 32,525	\$ 32,525	\$ -	\$ -
Mutual Funds:				
Nontraditional Bond	220,508	220,508	-	-
Diversfied Emerging Mkts	72,476	72,476	-	-
Conservative Allocation	138,374	138,374	-	-
Intermediate - Term Bond	249,872	249,872	-	-
Foreign Large Blend	238,087	238,087	-	-
Large Growth	168,317	168,317	-	-
Multsector Bonds	225,919	225,919	-	-
Large Value	74,531	74,531	-	-
Large Blend	643,460	643,460	-	-
Mid-Cap Value	94,256	94,256	-	-
Health	237,045	237,045	-	-
Intermediate Government	138,113	138,113	-	-
Total	<u>\$ 2,533,483</u>	<u>\$ 2,533,483</u>	<u>\$ -</u>	<u>\$ -</u>

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
NOTES TO COMBINING FINANCIAL STATEMENTS
June 30, 2015

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, 2015 is as follows:

Due from clients	53 %
Managed medicaid	13
Medicaid	16
Medicare	6
Other insurance	<u>12</u>
	<u>100 %</u>

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center and Foundation has evaluated subsequent events through October 14, 2015, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2015, 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, 2015

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 3,768,469	\$ 6,150,670	\$ (4,924,209)	\$ 460,150	\$ 4,534,780
MANAGED MEDICAID	1,715,878	17,717,052	(3,941,232)	14,357,210	1,134,488
MEDICAID	1,401,476	8,872,654	(4,183,941)	4,784,611	1,305,578
MEDICARE	490,783	3,385,847	(2,292,830)	1,067,172	516,628
OTHER INSURANCE	1,033,555	2,892,131	(593,171)	2,318,684	1,013,831
ALLOWANCE	<u>(4,918,837)</u>	<u>-</u>	<u>(1,132,084)</u>	<u>-</u>	<u>(6,050,921)</u>
TOTAL	<u>\$ 3,491,324</u>	<u>\$ 39,018,354</u>	<u>\$(17,067,467)</u>	<u>\$ 22,987,827</u>	<u>\$ 2,454,384</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, 2015

	(Deferral) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	(Deferral) From BBH End of Year
CONTRACT YEAR, June 30, 2015	<u>\$ (9,959)</u>	<u>\$ 1,684,375</u>	<u>\$ (1,692,657)</u>	<u>\$ (18,241)</u>

Analysis of Receipts: <u>Date of Receipt/Deposit</u>	<u>Amount</u>
07/01/14	\$ 1,770
08/04/14	7,397
08/26/14	417,249
09/03/14	14,942
09/19/14	101,583
10/08/14	14,842
10/15/14	885
11/06/14	116,751
11/19/14	102,697
12/18/14	37,098
12/26/14	101,583
01/23/15	101,583
01/28/15	885
02/10/15	1,015
02/12/15	14,115
02/25/15	102,474
02/17/15	13,386
03/10/15	154,483
04/02/15	116,571
04/23/15	885
05/08/15	119,422
06/01/15	112,315
06/09/15	6,700
06/22/15	15,816
06/30/15	<u>16,210</u>
	 <u>\$ 1,692,657</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, 2015

	<u>Total Agency</u>	<u>Total Admin.</u>	<u>Total Programs</u>	<u>Child/ Adol.</u>	<u>Elderly Services</u>	<u>Emergency Services</u>
PROGRAM SERVICE FEES						
Net Client Fees	\$ 575,098	\$ -	\$ 575,098	\$ (27,721)	\$ 42,700	\$ 177,156
HMO's	1,083,073	-	1,083,073	204,429	10,821	118,862
Blue Cross/Blue Shield	1,420,772	-	1,420,772	224,533	21,983	202,244
Medicaid	17,257,718	-	17,257,718	5,225,665	269,937	283,437
Medicare	1,225,890	-	1,225,890	147	181,640	33,855
Other Insurance	304,821	-	304,821	96,597	3,608	63,134
Other Program Fees	83,515	-	83,515	4,810	(547)	1,735
Sub-total	<u>21,950,887</u>	<u>-</u>	<u>21,950,887</u>	<u>5,728,460</u>	<u>530,142</u>	<u>880,423</u>
PUBLIC SUPPORT						
United Way	32,900	-	32,900	-	-	-
LOCAL/COUNTY GOVERNMENT						
Donations/Contributions	278,147	-	278,147	-	-	-
Div. Alc/Drug Abuse Prev	2,938	-	2,938	2,938	-	-
Div. for Children, Youth & Families	3,540	-	3,540	3,540	-	-
FEDERAL FUNDING						
PATH	40,121	-	40,121	-	-	40,121
CARE NH Contracts	300	-	300	-	-	-
OTHER FEDERAL GRANTS	-	-	-	-	-	-
RENTAL INCOME	142,493	-	142,493	-	-	-
INTEREST INCOME	3,227	-	3,227	-	-	-
BBH						
Bureau of Behavioral Health	1,635,714	-	1,635,714	-	-	440,883
Other BBH	5,000	-	5,000	-	-	-
OTHER REVENUES	1,364,094	-	1,364,094	25,595	326	340,290
Sub-total	<u>3,508,474</u>	<u>-</u>	<u>3,508,474</u>	<u>32,073</u>	<u>326</u>	<u>821,294</u>
TOTAL PROGRAM REVENUES	<u>\$ 25,459,361</u>	<u>\$ -</u>	<u>\$ 25,459,361</u>	<u>\$ 5,760,533</u>	<u>\$ 530,468</u>	<u>\$ 1,701,717</u>

<u>Vocational Services</u>	<u>Non - Eligibles</u>	<u>Multi. Service Team</u>	<u>Respite</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-BBH</u>
\$ 15,318	\$ 91,324	\$ (74,256)	\$ 3,017	\$ 187,873	\$ 20,532	\$ 16,125	\$ -	\$ 123,030
-	274,740	231,629	-	242,578	-	-	-	14
-	370,007	370,861	-	231,144	-	-	-	-
521,559	255,592	8,329,529	(685)	1,131,815	444,502	796,367	-	-
36	126,615	883,727	-	(25)	(104)	(1)	-	-
-	73,414	55,392	-	12,674	-	-	-	2
(212)	49,812	21,827	-	6,652	-	(562)	-	-
<u>536,701</u>	<u>1,241,504</u>	<u>9,818,709</u>	<u>2,332</u>	<u>1,812,711</u>	<u>464,930</u>	<u>811,929</u>	<u>-</u>	<u>123,046</u>
-	32,900	-	-	-	-	-	-	-
-	80,000	-	-	-	-	-	-	198,147
-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-
-	300	-	-	-	-	-	-	-
-	-	-	1,596	-	-	136,038	-	4,859
-	-	-	-	-	-	-	-	3,227
-	-	446,078	-	675,000	10,753	-	63,000	-
-	-	5,000	-	-	-	-	-	-
261	8,015	99,018	-	1,097	192	5,412	46	883,842
<u>261</u>	<u>121,215</u>	<u>550,096</u>	<u>1,596</u>	<u>676,097</u>	<u>10,945</u>	<u>141,450</u>	<u>63,046</u>	<u>1,090,075</u>
<u>\$ 536,962</u>	<u>\$ 1,362,719</u>	<u>\$ 10,368,805</u>	<u>\$ 3,928</u>	<u>\$ 2,488,808</u>	<u>\$ 475,875</u>	<u>\$ 953,379</u>	<u>\$ 63,046</u>	<u>\$ 1,213,121</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2015

	<u>Total Agency</u>	<u>Total Admin.</u>	<u>Total Programs</u>	<u>Child/ Adol.</u>	<u>Elderly Services</u>	<u>Emergency Services</u>
PERSONNEL COSTS						
Salary and Wages	\$ 15,819,757	\$ 1,542,247	\$ 14,277,510	\$ 2,608,218	\$ 191,438	\$ 1,188,613
Employee Benefits	3,352,724	328,904	3,023,820	604,104	35,753	207,182
Payroll Taxes	1,162,301	111,086	1,051,215	195,428	15,457	81,432
Sub-total	<u>20,334,782</u>	<u>1,982,237</u>	<u>18,352,545</u>	<u>3,407,750</u>	<u>242,648</u>	<u>1,477,227</u>
PROFESSIONAL FEES						
Client Evaluations/Services	349,271	226,313	122,958	(2,646)	2,974	6,730
Audit Fees	40,499	3,843	36,656	6,922	1,434	1,964
Legal Fees	32,153	1,297	30,856	1,075	218	207
Other Prof. Fees/Consultants	28,389	6,974	21,415	3,638	754	1,032
STAFF DEVELOPMENT & TRAINING						
Journals/Publications	3,605	747	2,858	128	2	3
In-service Training	5,114	348	4,766	269	56	76
Conferences/Conventions	60,905	8,950	51,955	7,774	1,146	2,409
Other Staff Development	16,797	235	16,562	750	-	-
OCCUPANCY COSTS						
Rent	357,616	8,407	349,209	193,769	-	-
Heating Costs	34,571	-	34,571	-	-	-
Other Utilities	256,554	26,098	230,456	11,773	7,936	26,630
Maintenance & Repairs	411,984	25,916	386,068	30,455	10,955	22,669
Other Occupancy Costs	7,816	(19)	7,835	54	9	292
CONSUMABLE SUPPLIES						
Office	179,051	33,495	145,556	20,152	1,439	6,032
Building/Household	66,277	4,764	61,513	4,212	1,044	4,692
Educational/Training	280,377	2,609	277,768	44,671	8,346	6,188
Food	61,041	98	60,943	427	-	62
Medical	62,737	77	62,660	(174)	32	39
Other Consumable Supplies	175,828	20,623	155,205	28,397	5,006	8,211
Depreciation-Equipment	153,798	17,057	136,741	23,868	4,790	9,697
Depreciation-Building	112,538	6,808	105,730	693	5,064	7,848
Equipment Maintenance	8,757	3,665	5,092	702	41	22
Advertising	35,806	12,673	23,133	3,792	886	1,019
Printing	42,755	10,773	31,982	5,982	699	1,842
Telephone/Communication	183,682	24,728	158,954	27,418	4,349	13,524
Postage & Shipping	51,095	28,301	22,794	4,280	887	1,247

Vocational Services	Non - Eligibles	Multi. Service Team	Respite	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-DMH
\$ 243,641	\$ 990,325	\$ 6,361,502	\$ -	\$ 1,350,160	\$ 253,028	\$ 456,745	\$ 46,568	\$ 587,272
51,728	103,893	1,451,032	-	254,417	59,861	125,498	8,803	121,549
19,326	64,502	475,093	-	98,361	18,256	32,397	3,545	47,418
<u>314,695</u>	<u>1,158,720</u>	<u>8,287,627</u>	<u>-</u>	<u>1,702,938</u>	<u>331,145</u>	<u>614,640</u>	<u>58,916</u>	<u>756,239</u>
4,358	15,237	27,456	-	68,331	-	-	4,018	(3,500)
1,134	2,519	13,664	-	4,285	830	2,474	203	1,227
2,934	265	25,099	-	496	87	261	85	129
596	1,324	7,182	-	2,400	436	1,301	106	2,646
2	83	21	-	302	1	723	-	1,593
44	98	531	-	167	32	96	8	3,389
789	1,917	25,673	-	3,389	479	4,193	102	4,084
750	-	7,130	-	3,210	1,975	-	-	2,747
-	98,646	56,794	-	-	-	-	-	-
-	-	-	-	-	-	34,571	-	-
10,597	5,968	70,208	-	53,260	-	33,801	9,751	532
14,605	13,937	109,761	-	119,274	361	50,302	12,781	968
110	17	933	-	1,605	5	4,793	3	14
4,415	18,330	56,075	-	15,332	473	14,109	1,175	8,024
1,378	1,800	10,117	-	27,840	28	9,038	1,230	134
1,861	1,375	160,531	-	16,813	9,441	2,668	148	25,726
352	-	65	-	58,013	-	2,014	-	10
27	50	12,709	-	45,138	17	50	8	4,764
7,702	10,626	57,813	-	16,350	3,163	12,771	1,408	3,758
3,969	8,815	47,638	-	21,558	2,758	8,804	708	4,136
6,762	299	50,407	-	16,070	-	12,225	6,223	139
122	205	1,773	-	1,345	9	788	32	53
588	3,336	7,090	-	2,637	431	1,284	105	1,965
620	6,820	9,792	-	3,842	341	1,017	218	809
8,663	8,466	59,924	-	22,029	972	7,581	4,092	1,936
704	1,558	8,518	-	2,650	513	1,553	125	759

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2015

	<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	211,173	5,974	205,199	36,861	1,230	16,880
Clients	22,877	-	22,877	324	1	72
INSURANCE						
Malpractice & Bonding	73,502	6,778	66,724	12,599	2,610	3,575
Vehicles	11,095	1,053	10,042	1,896	393	538
Comp Property/Liability	140,314	13,316	126,998	23,980	4,967	6,805
MEMBERSHIP DUES	55,053	3,411	51,642	4,438	919	1,259
INTEREST EXPENSE	-		-			
OTHER EXPENDITURES	<u>698,158</u>	<u>4,017</u>	<u>694,141</u>	<u>3,459</u>	<u>716</u>	<u>981</u>
Total Expenditures	24,565,970	2,491,566	22,074,404	3,909,688	311,551	1,629,772
Administration Allocation	<u>-</u>	<u>(2,491,566)</u>	<u>2,491,566</u>	<u>465,299</u>	<u>42,948</u>	<u>190,524</u>
TOTAL PROGRAM EXPENSES	<u>24,565,970</u>	<u>-</u>	<u>24,565,970</u>	<u>4,374,987</u>	<u>354,499</u>	<u>1,820,296</u>
SURPLUS/(DEFICIT)	<u>\$ 893,391</u>	<u>\$ -</u>	<u>\$ 893,391</u>	<u>\$ 1,385,546</u>	<u>\$ 175,969</u>	<u>\$ (118,579)</u>

<u>Vocational Services</u>	<u>Non - Eligibles</u>	<u>Multi. Service Team</u>	<u>Respite</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-DMH</u>
28,396	59	110,058	-	487	1,537	6,677	350	2,664
26	1	16,280	-	2,229	-	3,943	1	-
2,064	4,585	24,873	-	7,800	1,511	4,504	369	2,234
311	690	3,744	-	1,174	227	678	55	336
3,929	8,727	47,342	-	14,845	2,876	8,573	702	4,252
727	1,615	32,885	-	2,747	532	1,623	4,110	787
<u>617</u>	<u>1,258</u>	<u>6,948</u>	<u>-</u>	<u>2,140</u>	<u>415</u>	<u>1,236</u>	<u>181</u>	<u>676,190</u>
423,847	1,377,346	9,356,661	-	2,240,696	360,595	848,291	107,213	1,508,744
<u>48,228</u>	<u>156,199</u>	<u>1,089,548</u>	<u>-</u>	<u>261,743</u>	<u>42,892</u>	<u>107,125</u>	<u>12,769</u>	<u>74,291</u>
<u>472,075</u>	<u>1,533,545</u>	<u>10,446,209</u>	<u>-</u>	<u>2,502,439</u>	<u>403,487</u>	<u>955,416</u>	<u>119,982</u>	<u>1,583,035</u>
<u>\$ 64,887</u>	<u>\$ (170,826)</u>	<u>\$ (77,404)</u>	<u>\$ 3,928</u>	<u>\$ (13,631)</u>	<u>\$ 72,388</u>	<u>\$ (2,037)</u>	<u>\$ (56,936)</u>	<u>\$ (369,914)</u>

See Independent Auditor's Report.

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

BOARD OF DIRECTORS

2015 – 2016

04-05-16

CHAIR
Michael Harrington

VICE CHAIR
Alicia Finn, Ph.D.

SECRETARY
Leo Simard

TREASURER
Brian Marquis *

Jessica Arvanitis

Margo Compagna

Philip Hastings

Jaime Hoebeke

Dia Kalakonas *

Thomas Lavoie *

Nicole Ledoux, Lt.

Geoffrey Lundy, MD *

Elizabeth MacDonald

Chief David Mara

Sheila McNeil *

Christina Mellor

Elaine Michaud

Theresa Ryan *

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 - SFY 2017

NH Department of Health and Human Services

Contractor Name:

The Mental Health Center of Greater Manchester, Inc.

NAME	JOB TITLE	FTEs	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
WILLIAM RIDER	EXECUTIVE DIRECTOR	1.00	\$144,800	100.00%	\$144,800.00
PATRICIA CARTY	EXEC. VP / CHIEF OPERATING OFFICER	1.00	\$100,569	100.00%	\$100,569.00
PAUL MICHAUD	VP / CHIEF FINANCIAL OFFICER	1.00	\$120,528	100.00%	\$120,528.00
RICHARD CORNELL	VP OF COMMUNITY RELATIONS	1.00	\$93,995	100.00%	\$93,995.00
			\$0	0.00%	\$0.00
			\$0	0.00%	\$0.00
TOTAL SALARIES					\$459,892.00

Subject: Mental Health Services & PATH Services

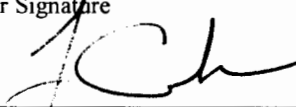
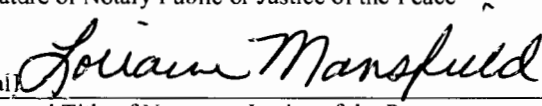
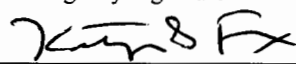
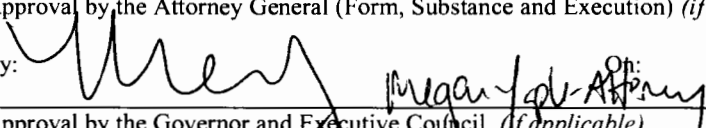
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Behavioral Health, Bureau of Mental Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name 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 See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$889,015
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JASON COLEMAN PRESIDENT, BOARD OF DIRECTORS	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>ROCKINGHAM</u> On <u>MAY 25, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		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 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
Date: <u>5/27/16</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/12/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



I. SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- C. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- D. The Contractor acknowledges the requirements of the Community Mental Health Agreement and shall demonstrate progress toward meeting the following terms in the Community Mental Health Agreement: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; and 3.) transition planning for individuals at New Hampshire Hospital and Glenclyff Home. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the Agreement.
- E. Should the Contractor fail to demonstrate progress toward meeting the Agreement's terms noted in section D above after consultation with and technical assistance from the Department, the Department may terminate the contract with the Contractor under the provisions detailed in Exhibit C-1.

II. QUALITY IMPROVEMENT

- A. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- B. In order to document consumer strengths, needs, and outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - a. Employed to develop an individualized, person-centered treatment plan;
 - b. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - c. Submitted to the database managed for the State that will allow client-level, regional, and statewide outcome reporting.
 - 3. Documentation of re-assessment using the New Hampshire version of the CANS

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



or ANSA shall be conducted at least every three (3) months.

- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2017 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage all consumers sampled to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2017 shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- D. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.
- E. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



- F. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- V. COORDINATION WITH PRIMARY CARE PROVIDER**
- A. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.
- B. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.
- VI. TRANSITION OF CARE**
- A. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.
- B. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.
- VII. APPLICATION FOR OTHER SERVICES**
- The Contractor will provide assistance to eligible consumers in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.
- VIII. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS**
- The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.
- IX. MAINTENANCE OF FISCAL INTEGRITY**
- A. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



1. **Days of Cash on Hand:**
 - a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - c. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
2. **Current Ratio:**
 - a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - b. Formula: Total current assets divided by total current liabilities.
 - c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
3. **Debt Service Coverage Ratio:**
 - a. Rationale: This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
 - b. Definition: The ratio of Net Income to the year to date debt service.
 - c. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - d. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - e. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
4. **Net Assets to Total Assets:**
 - a. Rationale: This ratio is an indication of the Contractor's ability to cover their liabilities.
 - b. Definition: The ratio of the Contractor's net assets to total assets.
 - c. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - d. Source of Data: The Contractor's Monthly Financial Statements.
 - e. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

- B. In the event that the Contractor does not meet either:
1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that B. 1. and/or B. 2 has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- C. The Contractor shall inform the Director of the Bureau of Mental Health Services by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- D. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- E. The Contractor shall provide their Revenue and Expense Budget within fifteen (15) calendar days of the contract effective date.
 - 1. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractors cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 2. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

X. REPORTING REQUIREMENTS

- A. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 1. For BMHS Eligible Clients: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 2. For Non-BMHS Eligible Clients: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- B. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- C. The Department approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

XI. REDUCTION OR SUSPENSION OF FUNDING

- A. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



written notification to the Contractor of such material reduction or suspension.

- B.** In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- C.** Any plan devised pursuant to Subsection B., above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
 - 1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 - 2. The Contractor shall continue to provide emergency services to all consumers;
 - 3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 - 4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A.** Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contractor is faced with a more sudden reduction in ability to deliver said services.
- B.** The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C.** In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- D.** The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A.** The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- B.** The Contractor shall submit consumer demographic and encounter data, including data

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, and timeliness as specified by DHHS.

C. General requirements for the Phoenix system are as follows:

1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;
2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files;
3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days;
4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and as specified by DHHS to ensure submitted data is current; and
5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - a. All data is formatted in accordance with the file specifications
 - b. No records will reject due to illegal characters or invalid formatting.
6. The Contractor shall meet the following standards:
 - a. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS;
 - b. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor;
 - c. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed one (1) year.
 - d. Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the Department the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



XV. EMERGENCY SERVICES

The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS (ACT)

A. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).

B. The Contractor shall report their level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS. The Adult ACT Infrastructure Compliance Report shall be included with the invoices submitted for payment of Adult ACT Team funds as defined in Exhibit B.

C. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.

B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 18.6 percent by June 30, 2017. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2016.

XVIII. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND GLENCLIFF HOME

A. The Contractor shall participate in the development of plans to transition individuals at NHH and Glencliff to the community.

B. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, Glencliff, and Transitional Housing Services that will

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



include, among other things, explaining the benefits of community living and facilitating visits to community settings.

XIX. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) CONSULTATION

Division for Children, Youth & Family (DCYF) funds are to be used by the Contractor to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

XX. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.

B. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.

C. Activities that may be funded:

1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
2. Costs associated with developing other BBH-requested data reporting system.
3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

D. Other conditions for payment:

1. Progress Reports from the Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
2. Payments:
 - a. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment shall be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MILITARY CULTURE/AWARENESS INITIATIVE

A. The Contractor shall designate a military liaison/s who will participate in a one (1) hour conference call each month with the State CMHC Military Liaison, as well as with the other CMHC Military Liaisons from across the State. The purpose of these calls is to share successes, challenges and opportunities for serving veterans, service members, and their families who receive care at the CMHC.

B. The Contractor's Military Liaison/s shall participate in four (4) statewide CMHC Military Liaison Training & Planning Retreats, scheduled quarterly throughout the contract year.

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



- C. CMHC Military Liaisons will plan, schedule, and market at least one (1) sustainability activity per month. These activities should increase awareness, provide education, and/or introduce resources to help CMHC staff meet the needs of veterans, service members, and their families. These sustainability activities can include group participation in military specific webinars, Brown Bag Lunch and Learn, incorporation of Veterans Health Administration (VA), Vet Center, Care Coordination, or National Guard staff into department meetings or continuing education opportunities, meetings with CMHC leadership or Board of Directors, and other opportunities to strengthen services and supports to veterans, service members and their families.
- D. The Contractor shall "Ask the Question" during their intake process to identify service members, veterans and family members seeking services. The Contractor shall provide training and review sessions with their intake staff, as needed, to ensure that their staff are comfortable with "asking the question" and answering any questions that military members might have. The Contractor shall conduct at last two (2) baseline reviews on their data collection during the contract year.
- E. The State CMHC Military Liaison will coordinate monthly conference calls, schedule and plan quarterly retreats, visit each CMHC at least once during the contract year, and provide ongoing support, supervision, and guidance to all CMHC Military Liaisons as needed. The State CMHC Military Liaison will also maintain weekly contact with DHHS Military Programs' staff.
- F. The Contractor's Military Liaison/s shall serve as the contact both within the CMHC and within the Region for issues related to serving veterans, service members and their families. The Contractor's Military Liaison/s shall provide at least one (1) of the following each month:
1. Serve as a military culture subject matter expert/consultant for clinicians, providing support and guidance as needed;
 2. Promote ongoing military culture and competence within the CMHC;
 3. Work with admissions and administrative staff to determine if currently serving veterans, service members and family members are being assessed by emergency services or seeking treatment;
 4. Evaluate agency-wide level of military cultural competence and ability to treat veterans, service members, and their families;
 5. Become familiar with the VA, Vet Center, National Guard, Care Coordination, and military medical staff resources and services to assist CMHC staff in developing relationships and making referrals;
 6. Network with military-civilian service providers;
 7. Develop relationships and partnerships with military resources while enhancing quality of care for veterans, service members, and their families;
 8. Coordinate and facilitate agency military teams and/or internal workgroups;
 9. Help to serve and support justice involved veterans by collaborating with the courts, VA, Vet Center, and other community resources;
 10. Promote enhanced ability to serve veterans, service members, and their families; and
 11. Other duties as identified by the Contractor and approved by DHHS.

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



- G. The Contractor's Military Liaison/s shall provide up to a total of sixteen (16) hours per month on the activities defined in Sections A, B, C, D, and F above.
- H. The Contractor shall promote military culture and military competencies, to all CMHC staff on an ongoing basis. The Contractor's staff will ideally be trained in having an overall understanding of the service delivery system in serving veterans, service members and their families within the CMHC and within its Region.
- I. The Contractor shall provide an updated work plan, using the existing work plan as a guide, within thirty (30) calendar days from the effective date of the contract for DHHS approval. The Contractor shall include in the work plan at a minimum, the activities, deliverables, and due dates, and who will perform the activities. The Liaison will track and report activities monthly to include: the number of educational opportunities shared and attended, outreach and marketing activities, agency workgroup participation (if applicable), internal communication/ promotion with agency staff (i.e. newsletter, educational opportunities, community events), and meetings and outreach activities with military and community partners.

XXII. NO WRONG DOOR SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

- A. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- B. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
- C. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
- D. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners.
- E. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- F. The Contractor shall at a minimum:
 - 1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 5. Participate in NHCarePath outreach, education and awareness activities.

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



XXIV. RENEW SUSTAINABILITY (Rehabilitation for Empowerment, Education, and Work)

The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches. These funds may also be used for RENEW facilitator or coach training (up to 5 slots) for the purpose of maintaining recommended staffing levels. These funds will also support travel and materials for RENEW activities.

Activity	# of Units/YR and Cost/Unit	Total Cost
Coaching for Implementation Team and agency coaches	(20) hours @ \$150/hr	\$3,000
(5) slots for Facilitator or Coach's training	\$99 per person	\$ 495
Travel and copies	Average \$450 per agency	\$ 450
		\$3,945

XXV. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

- A.** Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- B.** At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- C.** The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- D.** The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services.
- E.** The Contractor shall comply with all reporting requirements under the PATH Grant.

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



- F. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- G. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

XXVI. REFERRAL, EDUCATION, ASSESSMENT, PREVENTION (REAP) PROGRAM AND ENHANCED REAP

A. 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 the Department. 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.

B. REAP components include:

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.
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.
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.
4. Trainings: Annual meeting with all REAP counselors and housing specialist to provided training on evidenced based practices, tools and approaches.

C. 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.

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.
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.
3. Participants who screen below the clinical threshold will be offered traditional REAP and participants who screen above the clinical threshold will be offered

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



Enhanced REAP.

4. Participants who screen positive for substance misuse will receive Motivational Interviewing (MI) and Behavioral Activation (BA). Participants who screen positive for depression or co-occurring substance misuse and depression, Enhanced REAP, BA and MI treatments will be integrated.

D. Other Requirements:

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>).
2. The Contractor shall conduct evaluations and provide results to the DHHS annually on the effectiveness of REAP services. Evaluations shall include:
 - a. Short Term Outcomes: Increase social connections; Increase activity to maintain health, independence, and mental health; Reduction of harm in mixing medications with other substances;
 - b. Intermediate Outcomes: Increase perception of harm and awareness
 - c. 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.
3. Provide quarterly reports in meeting the Block Grant National Outcomes Data. See Appendix 2.
4. Notify DHHS when not in compliance with grant and shall provide a corrective action plan.
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 Appendix 1.

E. Quality Assurance:

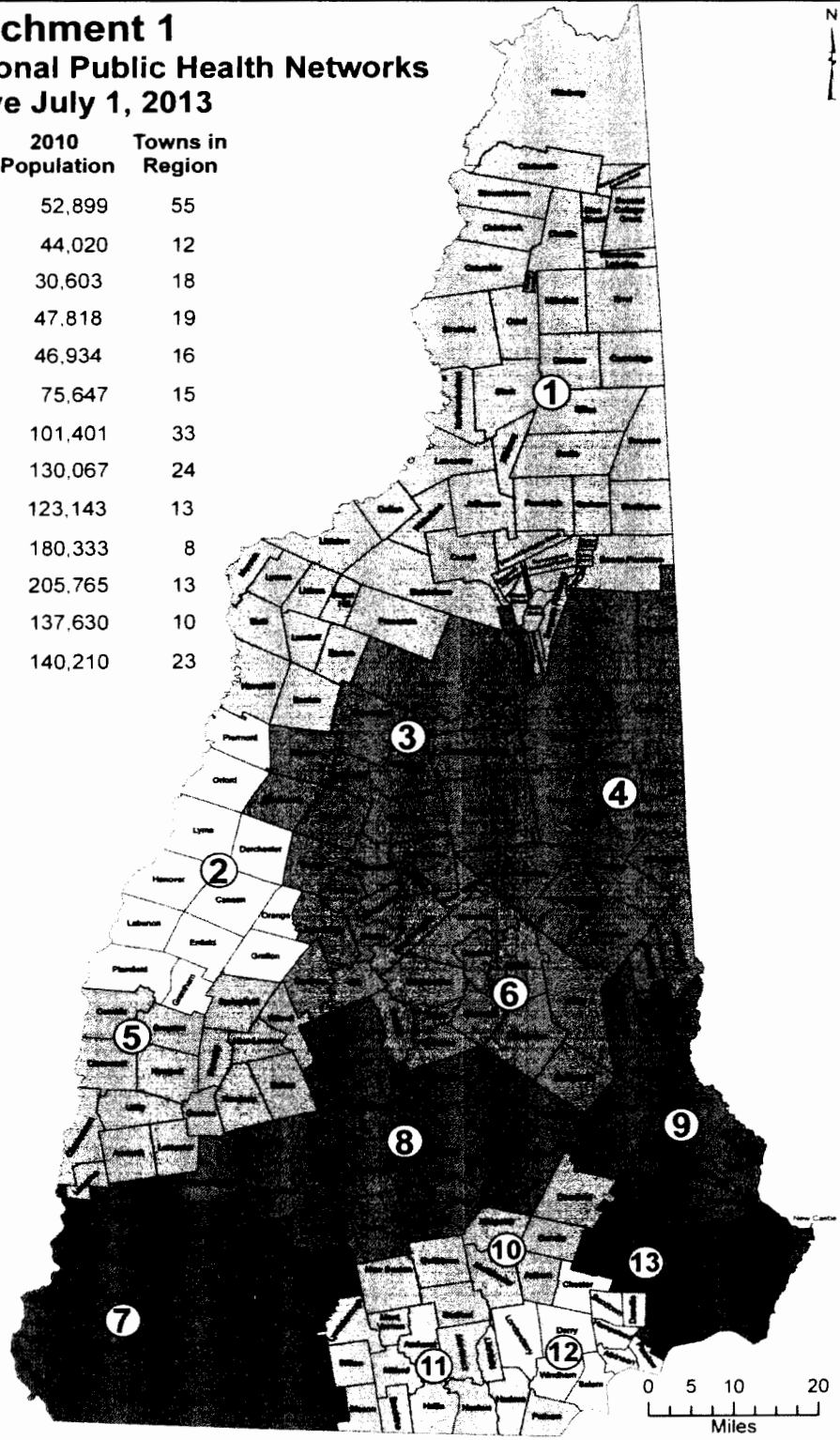
1. A Quarterly Program Service Report shall be submitted by the fifteenth (15th) of the month following the State Fiscal Year quarter reported. The Quarterly Program Service Report is to be completed in accordance with instructions provided by DHHS.
2. Contractor shall obtain client feedback as to the 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.

New Hampshire Department of Health and Human Services
 Exhibit A – APPENDIX 1
 Regional Public Health Network Map and Town List



Attachment 1
New Hampshire Regional Public Health Networks
Effective July 1, 2013

Region	2010 Population	Towns in Region
1	52,899	55
2	44,020	12
3	30,603	18
4	47,818	19
5	46,934	16
6	75,647	15
7	101,401	33
8	130,067	24
9	123,143	13
10	180,333	8
11	205,765	13
12	137,630	10
13	140,210	23



September/October 2013 is the projected date that PHN will be officially named.

jc
 5/25/10

TOWN LIST

REGION NAME	TOWN
REGION 1	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, Kilkenney, 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
REGION 2	Canaan, Dorchester, Enfield, Grafton, Grantham, Hanover, Lebanon, Lyme, Orange, Orford, Piermont, Plainfield
REGION 3	Alexandria, Ashland, Bridgewater, Bristol, Campton, Ellsworth, Groton, Hebron, Holderness, Lincoln, Livermore, Plymouth, Rumney, Thornton, Warren, Waterville Valley, Wentworth, Woodstock
REGION 4	Albany, Bartlett, Brookfield, Chatham, Conway, Eaton, Effingham, Freedom, Hale's Location, Harts Location, Jackson, Madison, Moultonborough, Ossipee, Sandwich, Tamworth, Tuftonboro, Wakefield, Wolfeboro
REGION 5	Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Langdon, Lempster, Newbury, New London, Newport, Springfield, Sunapee, Sutton, Unity, Wilmot
REGION 6	Alton, Barnstead, Belmont, Center Harbor, Danbury, Franklin, Gilford, Gilmanton, Hill, Laconia, Meredith, New Hampton, Northfield, Sanbornton, Tilton
REGION 7	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
REGION 8	Allenstown, Andover, Boscawen, Bow, Bradford, Canterbury, Chichester, Concord, Deering, Dunbarton, Epsom, Henniker, Hillsborough, Hopkinton, Loudon, Northwood, Pembroke, Pittsfield, Salisbury, Warner, Washington, Weare, Webster, Windsor
REGION 9	Barrington, Dover, Durham, Farmington, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Rollinsford, Somersworth, Strafford
REGION 10	Auburn, Bedford, Candia, Deerfield, Goffstown, Hooksett, Manchester, New Boston
REGION 11	Amherst, Brookline, Hollis, Hudson, Litchfield, Lyndeborough, Mason, Merrimack, Milford, Mont Vernon, Nashua, Pelham, Wilton
REGION 12	Atkinson, Chester, Danville, Derry, Hampstead, Londonderry, Plaistow, Salem, Sandown, Windham
REGION 13	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

**New Hampshire Department of Health and Human Services
Exhibit A - Scope of Work ~ APPENDIX II
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.

J
5/25/16

**New Hampshire Department of Health and Human Services
Exhibit A - Scope of Work ~ APPENDIX II
Federal Block Grant National Outcome Measures (NOMs)**



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.

- | | |
|---|-------------------------------------|
| 1) Children of substance users; | 8) Abused victims; |
| 2) Pregnant women/teens; | 9) Already using substances; |
| 3) Drop-outs; | 10) Homeless / runaway; |
| 4) Violent and delinquent behaviors; | 11) Other: |
| 5) Mental Health problems; | a) Suicide Ideation; |
| 6) Economically Disadvantaged; | b) LBGT; |
| 7) Physically disabled; | 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.

New Hampshire Department of Health and Human Services
Exhibit A - Scope of Work ~ APPENDIX II
Federal Block Grant National Outcome Measures (NOMs)



- 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.

New Hampshire Department of Health and Human Services
Exhibit A - Scope of Work ~ APPENDIX II
Federal Block Grant National Outcome Measures (NOMs)



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.

EXHIBIT B
METHODS OF PAYMENT
FY 2017

- A.** The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- B.** Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #: 93.150
Federal Agency: U.S. Department of Health and Human Services
Program Title: Projects for Assistance in Transition from Homelessness (PATH)
PL 101-645
FAIN: SM016030-14

CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services
Program Title: Balancing Incentive Program (BIP)
FAIN #: 05-1505NHBIPP

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: T1010035-14

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: 15AANHT3PH

1. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

- C.** The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

1. 05-95-92-920010-5945-102-500731
2. 05-95-92-920010-7851-102-500731
3. 05-95-42-421010-2958-102-500731
4. 05-95-42-423010-7926-102-500731
5. 05-95-49-490510-2985-102-500731
6. 05-95-49-491510-2988-102-500731
7. 05-95-48-481010-8917-102-500731

- D. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- E. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- F. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
1. Medicaid enrolled individuals:
 - a. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - b. Medicaid Fee for Service: The vendor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 2. Other insurance/payors:
 - a. The vendor shall directly bill the other insurance or payors.
- G. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

- H. Other Contract Programs:
1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	Amount
Div. for Children Youth and Families (DCYF) Consultation	1,770
Assertive Community Treatment Team (ACT)	225,000
Emergency Services	377,820
Behavioral Health Services Information System (BHSIS)	5,000
Military Culture/Awareness Initiative	12,480
Homeless and Housing Federal Grant	25,000
Older Adult Initiatives	238,000
Rehabilitation for Empowerment, Natural Supports, Education, and Work (RENEW)	3,945
Total	\$889,015

2. Payment for each contracted service in the above table shall be made on cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - a. The Contractor shall provide individual program budgets within ten (10) days from the effective date of the contract for Departments approval.

- b. The Contractor shall provide invoices on Department supplied forms.
 - c. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the Department approved individual program budgets.
 - d. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

4. Emergency Services: The Department shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section XV, Emergency Services.
5. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
6. Military Culture/Awareness Initiative: The Contractor shall be reimbursed at a rate of \$65 per hour for the military liaison. The Contractor shall be reimbursed \$65 per hour for all other staff to attend training as defined in Exhibit A, Section XXIII. Military Support. The vendor shall not invoice the Department from more than one (1) funding source for staff to attend trainings.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 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 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, 120 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2. In the event of early termination, the Contractor shall, within 60 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
 - 10.6. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
 - 10.7. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the



Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its' obligations hereunder.

- 10.8.** The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3.** Add the following regarding "Contractor Name" to Paragraph 1.:
 - 1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for-profit.
- 4.** Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.:
 - 6.4.** The Contractor shall comply with Title II of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5.** Add the following regarding "Personnel" to Paragraph 7.:
 - 7.4.** Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5.** No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.
 - 7.5.1.** Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
 - 7.5.2.** Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
 - 7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- 6.** Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:
 - 8.1.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of



Default”):

- 8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;
- 8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A., IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A., XVII.

7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:

- 8.2.5. Give the Contractor written notice of default in the event that the



Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A., Section IX., A., and Exhibit C-1, Subparagraph 8.1.13. or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:

8.2.5.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

8.2.5.2. Conduct a financial audit of the Contractor; and/or

8.2.5.3. Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.

8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:

8.3. Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.

9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:

9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.

9.5.1. The Contractor shall submit the following fiscal reports:

9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.

9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.



- 9.5.1.3.** The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
- 9.5.1.4.** The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.5.** On or before November 1, 2016, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.3. of this Exhibit to DHHS in PDF format for fiscal year 2016, including the funds received under the fiscal year 2016 Agreement.
- 9.5.1.6.** If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 9.5.2.** The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3.** For required federal reports, the Contractor shall:
- 9.5.3.1.** Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
- 9.5.3.2.** Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
- 9.5.3.3.** Submit to DHHS all reasonable additional reports and data files as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.
- 9.5.3.4.** The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
- 11.** Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:



ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

- 12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.
 - 12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
 - 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
 - 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
 - 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
12. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
- 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General



Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.
14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue;
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A.; and
 - 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
- 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a



- grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
- 22.4.** The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.
- 22.5.** Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6.** In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
- 22.6.1.** The identity of the party to whom the property is to be sold or otherwise transferred;
- 22.6.2.** The consideration, if any, to be paid;
- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

1. Paragraph 9 of the Exhibit C of this contract, Audit, is deleted.
2. Add the following to Paragraph 17:
 - 17.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
3. Add the following to Paragraph 1:
 - 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

JC
5/25/16



- 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

5/25/16
Date

JCh
Name: JASON COLEMAN
Title: PRESIDENT, BOB

Contractor Initials JCh
Date 5/25/16



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *SEACOAST MENTAL HEALTH CENTER, INC*

Name: *JASON COLEMAN*
Title: *PRESIDENT, BOD*

5/25/16
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

[Handwritten Signature]
5/25/16



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

5/25/16
Date

Contractor Name: SEACOAST MENTAL HEALTH CENTER, INC
JCh
Name: JASON COLEMAN
Title: PRESIDENT, BOB



**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

5/25/16

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

5/25/14
Date

Contractor Name: SEACOAST MENTAL HEALTH CENTER, INC

[Signature]
Name: JASON COLEMAN
Title: PRESIDENT, BOD

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

[Signature]

Date 5/25/14



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: SEACREST MENTAL HEALTH CENTER, INC

5/25/16
Date

JCh
Name: JASON COLEMAN
Title: PRESIDENT, BOB



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

J

5/25/16



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

[Handwritten Signature]
Date 5/25/14



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]
Date 5/25/16



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
 The State

Katja S. Fox
 Signature of Authorized Representative
 Katja S. Fox
 Name of Authorized Representative
 Director
 Title of Authorized Representative

 5/27/16
 Date

SEACOAST MENTAL HEALTH CENTER, INC.
 Name of the Contractor

J. Coleman
 Signature of Authorized Representative
 JASON COLEMAN
 Name of Authorized Representative
 PRESIDENT BOARD OF DIRECTORS
 Title of Authorized Representative

 5/25/16
 Date

Contractor Initials JC
 Date 5/25/16



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
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

5/25/14
Date

Ch
Name: BRASON COLEMAN
Title: PRESIDENT, BOD



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?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO X YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

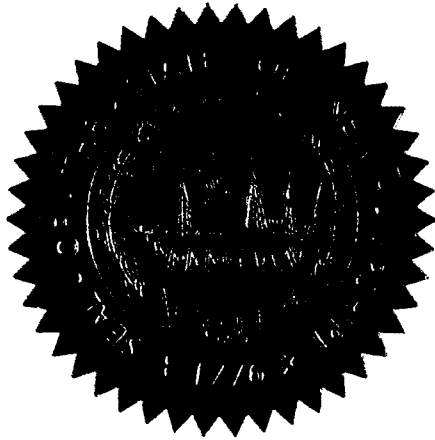
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

JK
Date 5/25/16

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 formed January 21, 1963. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of April A.D. 2016

A handwritten signature in cursive script, 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 the duly elected Clerk of Seacoast Mental Health Center, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 17, 2016.


RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

**To Provide: Mental Health Services, and
Projects for Assistance in Transition from Homelessness (PATH) Services**

RESOLVED: That the President hereby is 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 25, 2016.
4. Jason Coleman is duly elected President of the Corporation.

(Seal)
(Corporation)




(Signature of Board Secretary)

State of New Hampshire

County of Rockingham

The foregoing instrument was acknowledged before me this 25 day of May, 2016

by Paul Sorli.



Name: **Lorraine Mansfield**
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: February 28, 2019

LORRAINE MANSFIELD
Justice of the Peace - New Hampshire
My Commission Expires February 28, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2016

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: Jennifer Norton PHONE (A/C No. Ext): 978 3227255 E-MAIL ADDRESS: jnorton@fredchurch.com	FAX (A/C No.): (978) 454-1865
	INSURER(S) AFFORDING COVERAGE	
INSURED Seacoast Mental Health; Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue Portsmouth, NH 03801	INSURER A: Philadelphia Indemnity Insurance Company	18058
	INSURER B: Wesco Insurance Company	25011
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 57182 **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
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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		PHPK1300445	3/1/2016	3/1/2017	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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp Ded. \$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Collision Ded. \$1,000		PHPK1300445	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB491269	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	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	VWC3185379	3/1/2016	3/1/2017	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability		PHPK1300445	3/1/2016	3/1/2017	Professional Liability Limit \$1,000,000 per occurrence \$3,000,000 annual aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	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
---	--

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, 2015

Seacoast Mental Health Center, Inc.
TABLE OF CONTENTS
June 30, 2015

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORT	
FINANCIAL STATEMENTS	
Statement of Financial Position	1
Statement of Activities and Changes in Net Assets	2
Statement of Cash Flows	3
Notes to Financial Statements	4
SUPPLEMENTARY INFORMATION	
Analysis of Accounts Receivable	10
Analysis of BBH Revenues, Receipts and Receivables	11
Statement of Functional Public Support and Revenues	12
Statement of Program Service Expenses	13



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, 2015, and the related statement of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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 audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the 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, 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.

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.

Kithell Branagan & Sargent

St. Albans, Vermont
August 18, 2015

Seacoast Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2015

ASSETS

CURRENT ASSETS	
Cash and Cash Equivalents	\$ 1,573,183
Restricted cash	12,974
Accounts receivable (net of \$440,000 allowance)	839,154
Prepaid expenses	<u>181,234</u>
 TOTAL CURRENT ASSETS	 2,606,545
 PROPERTY AND EQUIPMENT - NET	 <u>36,200</u>
 TOTAL ASSETS	 <u>\$ 2,642,745</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	\$ 95,986
Deferred income	51,755
Accrued vacation	118,436
Accrued expenses	<u>243,596</u>
 TOTAL CURRENT LIABILITIES	 509,773
 NET ASSETS	
Unrestricted Net Assets	<u>2,132,972</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$ 2,642,745</u>

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2015

PUBLIC SUPPORT AND REVENUES

Public support -	
Federal	\$ 277,873
State of New Hampshire - BBH	742,821
Other public support	<u>613,920</u>
Total Public Support	<u>1,634,614</u>
Revenues -	
Program service fees	9,268,365
Rental income	93,639
Interest Income	5,260
Other revenue	<u>126,769</u>
Total Revenues	<u>9,494,033</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>11,128,647</u>

OPERATING XPENSES

BBH funded program services -	
Children services	3,404,129
Emergency services	846,947
Vocational services	222,292
Adult services	3,916,175
Act Team	1,070,188
Fairweather Lodge	602,405
Springbrook	36,953
Drug Court	139,505
REAP	269,090
Non-DMH funded program services	<u>17,550</u>
TOTAL EXPENSES	<u>10,525,234</u>

INCREASE IN NET ASSETS	603,413
NET ASSETS, beginning	<u>1,529,559</u>
NET ASSETS, ending	<u>\$ 2,132,972</u>

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2015

CASH FLOWS FROM OPERATING ACTIVITIES

Increase in net assets	\$ 603,413
Adjustments to reconcile to net cash provided by operations:	
Depreciation	20,705
(Increase) decrease in:	
Accounts receivable - trade	158,063
Prepaid expenses	(10,839)
Restricted cash	(12,974)
Increase (decrease) in:	
Accounts payable & accrued liabilities	81,608
Deferred income	<u>31,030</u>

NET CASH PROVIDED BY OPERATING ACTIVITIES 871,006

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of property and equipment	<u>(24,223)</u>
-------------------------------------	-----------------

NET INCREASE IN CASH 846,783

CASH AT BEGINNING OF YEAR 726,400

CASH AT END OF YEAR \$ 1,573,183

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

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, 2012, 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, 2015

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.

During 2015, the Center decreased its estimate in the allowance for doubtful accounts to \$440,000 as of June 30, 2015 from \$500,000 as of June 30, 2014. This was a result of self-pay patient accounts receivable decreasing to \$268,237 as of June 30, 2015 from \$334,607 as of June 30, 2014 and Medicaid accounts receivable decreasing to \$419,902 as of June 30, 2015 from \$767,963 as of June 30, 2014.

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, 2015 totaled \$9,268,365, of which \$8,806,825 was revenue from third-party payors and \$461,540 was revenue from self-pay clients.

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

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 78% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2015. 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	\$ 268,237
Insurance companies	199,959
Medicaid receivable	419,902
Medicare receivable	<u>196,292</u>
	1,084,390
Allowance for doubtful accounts	<u>(440,000)</u>
	<u>644,390</u>

ACCOUNTS RECEIVABLE - OTHER

Cenpatico	132,851
Dartmouth	5,000
Drug Court	55,613
Lamprey Healthcare	500
UNH	<u>800</u>
	<u>194,764</u>

TOTAL ACCOUNTS RECEIVABLE	<u>\$ 839,154</u>
---------------------------	-------------------

Seacoast Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2015

NOTE 4 PROPERTY AND EQUIPMENT

Property and equipment, at cost, consists of the following:

Computer equipment	\$ 338,694
Furniture, fixtures and equipment	<u>1,059,235</u>
	1,397,929
Accumulated Depreciation	<u>(1,361,729)</u>
Net Book Value	<u>\$ 36,200</u>

NOTE 5 DEFERRED INCOME

Collaborative Training	\$ 16,444
Healthcare Gives	18,400
Seacoast Half Marathon	<u>16,911</u>
TOTAL	<u>\$ 51,755</u>

NOTE 6 LINE OF CREDIT

As of June 30, 2015, 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 September 12, 2015.

NOTE 7 RELATED PARTY TRANSACTIONS

During the year ended June 30, 2015, 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, 2015 \$-0- had been borrowed against the line of credit and the interest rate was 4.25%. During the year ended June 30, 2015 \$-0- was paid to the Resource Group in interest related to this line of credit.

The Center guarantees mortgages totaling \$629,988 for the Resource Group as of June 30, 2015.

Operating Leases

During the year ended June 30, 2015, the Center rented properties and equipment from the Resource Group. Total rent paid for the year for property and equipment was \$369,648 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 \$466,100. The annual rates of rents are revisited on an annual basis.

Seacoast Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2015

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, 2015, contribution of \$93,369 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 \$5,950 per month through November 21, 2015 in exchange for software subscription services.

NOTE 10 CONCENTRATIONS OF CREDIT RISK

Cash deposits in the Center's accounts at June 30, 2014 consist of the following:

	Book Balance	Bank Balance
Insured by FDIC	\$ 250,000	\$ 250,000
Uninsured/Collateralized*	1,336,157	1,477,624
	\$ 1,586,157	\$ 1,727,624

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, 2015 is \$1,447,624 invested in treasury bills. These funds are not considered deposits of the bank therefore they are not covered by FDIC insurance.

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, 2015 is as follows:

Due from clients	25 %
Insurance companies	18
Medicaid	39
Medicare	18
	100 %

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 11 RESTRICTED CASH

At June 30, 2015, the Center had funds on deposit which were required to be maintained in a separate depository account and specifically restricted to the following use:

Maintenance of Effort Reserve	\$ 8,961
Section 125 Account	<u> 4,013</u>
	<u>\$ 12,974</u>

Included in accrued expenses as of June 30, 2015 is a liability equal to the maintenance of effort reserve balance.

NOTE 12 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through August 18, 2015, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2015, 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, 2015

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 334,607	\$ 1,351,859	\$ (890,319)	\$ (527,910)	\$ 268,237
BLUE CROSS / BLUE SHIELD	38,414	450,951	(149,832)	(299,886)	39,647
MEDICAID	767,963	8,469,189	(1,266,086)	(7,551,164)	419,902
MEDICARE	128,611	1,203,077	(598,414)	(536,982)	196,292
OTHER INSURANCE	167,185	1,104,913	(406,973)	(704,813)	160,312
ALLOWANCE FOR UNCOLLECTIBLES	<u>(500,000)</u>	<u>-</u>	<u>60,000</u>	<u>-</u>	<u>(440,000)</u>
TOTAL	<u>\$ 936,780</u>	<u>\$ 12,579,989</u>	<u>\$ (3,251,624)</u>	<u>\$ (9,620,755)</u>	<u>\$ 644,390</u>

Seacoast Mental Health Center, Inc.
 ANALYSIS OF BBH REVENUES AND RECEIVABLES
 For the Year Ended June 30, 2015

	<u>Receivable From BBH Beginning of Year</u>	<u>BBH Revenues Per Audited Financial Statements</u>	<u>Receipts for Year</u>	<u>Receivable From BBH End of Year</u>
CONTRACT YEAR, June 30, 2015	\$ -	\$ 742,821	\$ (742,821)	\$ -

Analysis of Receipts:

<u>Date of Receipt</u>	<u>Amount</u>
08/28/14	\$ 216,456
09/23/14	53,402
09/23/14	10,656
10/29/14	11,264
11/12/14	53,402
11/21/14	64,658
12/31/14	53,402
12/22/14	11,169
01/27/15	64,622
2/19/15	9,087
02/27/15	64,441
03/24/15	24,473
04/06/15	73,344
04/29/15	8,988
05/08/15	53,402
05/26/15	45,779
06/01/15	53,399
06/09/15	8,515
06/09/15	30,801
06/22/15	2,312
06/24/15	69,295
Less: Federal Monies	<u>(240,046)</u>
	<u>\$ 742,821</u>

Seacoast Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2015

	<u>Total Agency</u>	<u>Admin.</u>	<u>Total Programs</u>	<u>Children</u>	<u>Emergency Services</u>
Program Service Fees:					
Net Client Fee	\$ 461,540	\$ -	\$ 461,540	\$ 197,694	\$ 15,714
Blue Cross/Blue Shield	301,119	-	301,119	115,830	10,640
Medicaid	7,203,103	-	7,203,103	3,546,782	31,835
Medicare	604,663	-	604,663	(3,932)	(380)
Other Insurance	697,940	-	697,940	375,550	29,208
Public Support - Other:					
United Way	10,000	-	10,000	-	-
Local/County Government	186,593	-	186,593	-	-
Donations/Contributions	38,595	21,192	17,403	100	-
Other Public Support	378,253	-	378,253	24,304	161,022
DPHS (DADAPR)	63,000	-	63,000	-	-
DCYF	479	-	479	479	-
Federal Funding:					
Block Grants	5,750	-	5,750	-	-
HUD Grant	13,918	-	13,918	-	-
Other Federal Grants	170,205	-	170,205	1,156	-
PATH	25,000	-	25,000	-	-
BBH					
Community Mental Health	742,821	-	742,821	-	377,821
Rental Income	93,639	16,127	77,512	-	-
Other Revenues	126,769	77,344	49,425	14,822	217
Interest Income	5,260	5,260	-	-	-
	<u>11,128,647</u>	<u>119,923</u>	<u>11,008,724</u>	<u>4,272,785</u>	<u>626,077</u>
Administration	<u>-</u>	<u>(119,923)</u>	<u>119,923</u>	<u>48,278</u>	<u>7,185</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>\$ 11,128,647</u>	<u>\$ -</u>	<u>\$ 11,128,647</u>	<u>\$ 4,321,063</u>	<u>\$ 633,262</u>

Vocational Services	Adult Services	Act Team	Fairweather Lodges	Springbrook	Drug Court	REAP	Other Non/BBH
\$ (3,206)	\$ 247,162	\$ 686	\$ 120	\$ -	\$ 3,370	\$ -	\$ -
-	173,163	1,486	-	-	-	-	-
155,213	2,566,706	571,428	330,594	-	545	-	-
-	564,599	44,320	56	-	-	-	-
-	289,415	4,427	(660)	-	-	-	-
-	10,000	-	-	-	-	-	-
-	64,980	-	-	-	121,613	-	-
-	1,500	-	-	-	-	-	15,803
-	91,570	-	-	-	25,781	55,000	20,576
-	-	-	-	-	-	63,000	-
-	-	-	-	-	-	-	-
-	5,750	-	-	-	-	-	-
-	-	-	-	13,918	-	-	-
-	134,049	-	-	-	-	35,000	-
-	25,000	-	-	-	-	-	-
-	-	225,000	-	-	-	140,000	-
-	-	-	60,724	16,788	-	-	-
83	29,379	206	4,111	552	36	19	-
-	-	-	-	-	-	-	-
152,090	4,203,273	847,553	394,945	31,258	151,345	293,019	36,379
1,750	48,100	9,727	4,525	358	-	-	-
<u>\$ 153,840</u>	<u>\$ 4,251,373</u>	<u>\$ 857,280</u>	<u>\$ 399,470</u>	<u>\$ 31,616</u>	<u>\$ 151,345</u>	<u>\$ 293,019</u>	<u>\$ 36,379</u>

Seacoast Mental Health Center, Inc.
STATEMENT OF PROGRAM SERVICE EXPENSES
For the Year Ended June 30, 2015

	Total Agency	Admin.	Total Programs	Children	Emergency Services
Personnel Costs:					
Salary and wages	\$ 7,168,979	\$ 757,416	\$ 6,411,563	\$ 2,110,053	\$ 601,868
Employee benefits	890,735	106,879	783,856	259,543	35,930
Payroll Taxes	508,133	52,059	456,074	149,420	43,174
Professional Fees:					
Accounting/audit fees	28,278	23,610	4,668	1,007	164
Legal fees	27,249	14,731	12,518	-	-
Other professional fees	319,389	26,678	292,711	37,230	5,988
Staff Devel. & Training:					
Journals & publications	2,116	565	1,551	388	51
In-Service training	125	125	-	-	-
Conferences & conventions	16,761	3,362	13,399	4,226	47
Other Staff Development	13,600	1,510	12,090	6,190	1,110
Occupancy costs:					
Rent	370,488	30,177	340,311	110,754	17,177
Other Utilities	106,845	8,039	98,806	29,280	4,576
Maintenance & repairs	98,335	7,471	90,864	27,783	4,263
Taxes	8,074	-	8,074	-	-
Consumable Supplies:					
Office	18,806	1,237	17,569	5,871	923
Building/household	31,491	2,157	29,334	8,059	1,228
Food	38,248	701	37,547	3,314	542
Medical	11,599	343	11,256	7,068	385
Other	66,513	4,098	62,415	18,603	2,897
Depreciation	20,705	1,621	19,084	6,871	1,119
Equipment rental	68,413	5,021	63,392	21,510	3,481
Equipment maintenance	4,762	-	4,762	129	-
Advertising	8,997	1,014	7,983	3,182	277
Printing	11,934	772	11,162	4,070	540
Telephone/communications	154,088	12,313	141,775	44,552	19,611
Postage/shipping	16,387	1,347	15,040	5,341	872
Transportation:					
Staff	281,571	14,277	267,294	116,981	5,098
Clients	19,388	-	19,388	2,935	-
Assist to Individuals:					
Client services	6,246	-	6,246	428	-
Insurance:					
Malpractice/bonding	52,241	-	52,241	16,085	1,102
Vehicles	2,978	-	2,978	447	-
Comp. Property/liability	88,101	6,693	81,408	28,669	4,680
Membership Dues	56,601	28,433	28,168	7,602	45
Other Expenditures	7,058	1,450	5,608	5,608	-
Interest Expense	-	-	-	-	-
	<u>10,525,234</u>	<u>1,114,099</u>	<u>9,411,135</u>	<u>3,043,199</u>	<u>757,148</u>
Admin. Allocation	-	(1,114,099)	1,114,099	360,930	89,799
TOTAL PROGRAM EXPENSES	<u>\$ 10,525,234</u>	<u>\$ -</u>	<u>\$ 10,525,234</u>	<u>\$ 3,404,129</u>	<u>\$ 846,947</u>

	Vocational Services	Adult Services	Act Team	Fairweather Lodges	Springbrook	Drug Court	REAP	Other Non/BBH
\$	124,404	\$ 2,465,465	\$ 654,261	\$ 318,778	\$ 4,012	\$ 99,623	\$ 33,099	\$ -
	27,168	309,001	94,463	51,631	246	4,157	1,717	-
	8,809	175,334	45,741	23,212	308	7,576	2,500	-
	67	1,034	2,140	203	2	38	13	-
	-	-	12,518	-	-	-	-	-
	2,435	27,230	10,956	7,392	77	1,382	196,790	3,231
	21	319	76	358	1	12	4	321
	-	-	-	-	-	-	-	-
	-	3,646	625	-	-	-	-	4,855
	186	3,074	687	644	6	106	37	50
	6,517	146,374	14,671	40,473	134	2,674	1,537	-
	1,736	38,992	3,908	12,316	6,877	712	409	-
	1,619	36,199	3,680	14,926	1,345	668	381	-
	-	-	-	-	8,074	-	-	-
	352	6,264	2,040	1,453	11	315	93	247
	499	8,222	4,946	4,632	92	284	439	933
	267	3,902	763	21,505	6	113	901	6,234
	97	2,538	787	304	3	55	19	-
	1,165	22,215	12,937	3,537	37	661	231	132
	453	7,179	1,640	1,320	158	253	91	-
	1,412	22,181	5,149	8,489	44	794	332	-
	-	129	-	4,504	-	-	-	-
	113	3,477	417	342	4	64	22	85
	219	3,479	812	811	151	124	129	827
	3,710	52,694	16,357	3,429	42	849	531	-
	355	5,483	1,311	1,076	11	201	90	300
	15,202	75,946	47,477	3,778	14	1,960	814	24
	-	9,707	1,168	5,578	-	-	-	-
	-	913	3,900	-	-	1,005	-	-
	-	29,304	5,750	-	-	-	-	-
	-	372	372	1,787	-	-	-	-
	1,903	29,431	7,036	5,777	2,455	1,080	377	-
	14	10,850	131	279	8,925	8	3	311
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	198,723	3,500,954	956,719	538,534	33,035	124,714	240,559	17,550
	23,569	415,221	113,469	63,871	3,918	14,791	28,531	-
\$	222,292	\$ 3,916,175	\$ 1,070,188	\$ 602,405	\$ 36,953	\$ 139,505	\$ 269,090	\$ 17,550

Seacoast Mental Health Center, Inc.
Board of Directors
January 20, 2016

PRESIDENT
Jason Coleman

Timothy Black

Erin Lawson

VICE PRESIDENT
Monica Kieser

Susan Craig

Ed Miller

TREASURER
John Pendleton

Kathleen Dwyer

Ned Reynolds

SECRETARY
Paul Sorli

Kimberly Hyer

Nike Speltz

Lindsay Josephs

Robert Stomierosky

Lillian Kirkland Kann

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 Manager, 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 - SFY 2017

NH Department of Health and Human Services

Contractor Name: Seacoast Mental Health Center, Inc.

NAME	JOB TITLE	FTEs	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Geraldine Couture	Executive Director	1	\$159,851	6.00%	\$9,591.06
Linda Every	Associate Director	1	\$100,785	6.00%	\$6,047.10
Wassfy Hanna	Medical Director	0.8	\$103,807	2.00%	\$2,076.14
		1	\$0	0.00%	\$0.00
		1	\$0	0.00%	\$0.00
			\$0	0.00%	\$0.00
TOTAL SALARIES					\$17,714.30

Subject: Mental Health Services


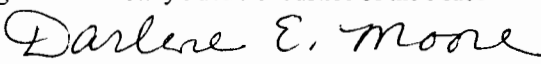

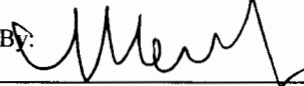
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Behavioral Health, Bureau of Mental Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc., d/b/a 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 See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$332,793
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christopher Roundy, President	
1.13 Acknowledgement: State of <i>New Hampshire</i> County of <i>Strafford</i> On <i>May 24, 2016</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 Darlene Moore, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
Date: <i>5/27/16</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>6/12/16</i> Megan, Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

CGR
5/24/16

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**Exhibit A
Scope of Work
SFY 2017**

I. SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- C. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- D. The Contractor acknowledges the requirements of the Community Mental Health Agreement and shall demonstrate progress toward meeting the following terms in the Community Mental Health Agreement: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; and 3.) transition planning for individuals at New Hampshire Hospital and Glenclyff Home. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the Agreement.
- E. Should the Contractor fail to demonstrate progress toward meeting the Agreement's terms noted in section D above after consultation with and technical assistance from the Department, the Department may terminate the contract with the Contractor under the provisions detailed in Exhibit C-1.

II. QUALITY IMPROVEMENT

- A. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- B. In order to document consumer strengths, needs, and outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - a. Employed to develop an individualized, person-centered treatment plan;
 - b. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - c. Submitted to the database managed for the State that will allow client-level, regional, and statewide outcome reporting.
 - 3. Documentation of re-assessment using the New Hampshire version of the CANS

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



or ANSA shall be conducted at least every three (3) months.

- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2017 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage all consumers sampled to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2017 shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- D. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.
- E. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



F. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.

V. **COORDINATION WITH PRIMARY CARE PROVIDER**

A. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.

B. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

VI. **TRANSITION OF CARE**

A. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.

B. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

VII. **APPLICATION FOR OTHER SERVICES**

The Contractor will provide assistance to eligible consumers in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

VIII. **COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS**

The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

IX. **MAINTENANCE OF FISCAL INTEGRITY**

A. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



1. **Days of Cash on Hand:**
 - a. **Definition:** The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. **Formula:** Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - c. **Performance Standard:** The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
2. **Current Ratio:**
 - a. **Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - b. **Formula:** Total current assets divided by total current liabilities.
 - c. **Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
3. **Debt Service Coverage Ratio:**
 - a. **Rationale:** This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
 - b. **Definition:** The ratio of Net Income to the year to date debt service.
 - c. **Formula:** Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - d. **Source of Data:** The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - e. **Performance Standard:** The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
4. **Net Assets to Total Assets:**
 - a. **Rationale:** This ratio is an indication of the Contractor's ability to cover their liabilities.
 - b. **Definition:** The ratio of the Contractor's net assets to total assets.
 - c. **Formula:** Net assets (total assets less total liabilities) divided by total assets.
 - d. **Source of Data:** The Contractor's Monthly Financial Statements.
 - e. **Performance Standard:** The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

- B. In the event that the Contractor does not meet either:
1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that B. 1. and/or B. 2 has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information



**Exhibit A
Scope of Work
SFY 2017**

to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- C. The Contractor shall inform the Director of the Bureau of Mental Health Services by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- D. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- E. The Contractor shall provide their Revenue and Expense Budget within fifteen (15) calendar days of the contract effective date.
 - 1. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractors cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 2. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

X. REPORTING REQUIREMENTS

- A. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 1. For BMHS Eligible Clients: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 2. For Non-BMHS Eligible Clients: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- B. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- C. The Department approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

XI. REDUCTION OR SUSPENSION OF FUNDING

- A. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



written notification to the Contractor of such material reduction or suspension.

- B. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- C. Any plan devised pursuant to Subsection B., above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
 - 1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 - 2. The Contractor shall continue to provide emergency services to all consumers;
 - 3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 - 4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contractor is faced with a more sudden reduction in ability to deliver said services.
- B. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- D. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- B. The Contractor shall submit consumer demographic and encounter data, including data

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, and timeliness as specified by DHHS.

C. General requirements for the Phoenix system are as follows:

1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;
2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files;
3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days;
4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and as specified by DHHS to ensure submitted data is current; and
5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - a. All data is formatted in accordance with the file specifications
 - b. No records will reject due to illegal characters or invalid formatting.
6. The Contractor shall meet the following standards:
 - a. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS;
 - b. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor;
 - c. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed one (1) year.
 - d. Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the Department the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.



**Exhibit A
Scope of Work
SFY 2017**

XV. EMERGENCY SERVICES

The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS (ACT)

A. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).

B. The Contractor shall report their level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS. The Adult ACT Infrastructure Compliance Report shall be included with the invoices submitted for payment of Adult ACT Team funds as defined in Exhibit B.

C. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.

B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 18.6 percent by June 30, 2017. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2016.

XVIII. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND GLENCLIFF HOME

A. The Contractor shall participate in the development of plans to transition individuals at NHH and Glencliff to the community.

B. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, Glencliff, and Transitional Housing Services that will

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



include, among other things, explaining the benefits of community living and facilitating visits to community settings.

XIX. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) CONSULTATION

Division for Children, Youth & Family (DCYF) funds are to be used by the Contractor to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

XX. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.

B. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.

C. Activities that may be funded:

1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
2. Costs associated with developing other BBH-requested data reporting system.
3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

D. Other conditions for payment:

1. Progress Reports from the Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
2. Payments:
 - a. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment shall be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MILITARY CULTURE/AWARENESS INITIATIVE

A. The Contractor shall designate a military liaison/s who will participate in a one (1) hour conference call each month with the State CMHC Military Liaison, as well as with the other CMHC Military Liaisons from across the State. The purpose of these calls is to share successes, challenges and opportunities for serving veterans, service members, and their families who receive care at the CMHC.

B. The Contractor's Military Liaison/s shall participate in four (4) statewide CMHC Military Liaison Training & Planning Retreats, scheduled quarterly throughout the contract year.



**Exhibit A
Scope of Work
SFY 2017**

- C. CMHC Military Liaisons will plan, schedule, and market at least one (1) sustainability activity per month. These activities should increase awareness, provide education, and/or introduce resources to help CMHC staff meet the needs of veterans, service members, and their families. These sustainability activities can include group participation in military specific webinars, Brown Bag Lunch and Learn, incorporation of Veterans Health Administration (VA), Vet Center, Care Coordination, or National Guard staff into department meetings or continuing education opportunities, meetings with CMHC leadership or Board of Directors, and other opportunities to strengthen services and supports to veterans, service members and their families.
- D. The Contractor shall "Ask the Question" during their intake process to identify service members, veterans and family members seeking services. The Contractor shall provide training and review sessions with their intake staff, as needed, to ensure that their staff are comfortable with "asking the question" and answering any questions that military members might have. The Contractor shall conduct at last two (2) baseline reviews on their data collection during the contract year.
- E. The State CMHC Military Liaison will coordinate monthly conference calls, schedule and plan quarterly retreats, visit each CMHC at least once during the contract year, and provide ongoing support, supervision, and guidance to all CMHC Military Liaisons as needed. The State CMHC Military Liaison will also maintain weekly contact with DHHS Military Programs' staff.
- F. The Contractor's Military Liaison/s shall serve as the contact both within the CMHC and within the Region for issues related to serving veterans, service members and their families. The Contractor's Military Liaison/s shall provide at least one (1) of the following each month:
1. Serve as a military culture subject matter expert/consultant for clinicians, providing support and guidance as needed;
 2. Promote ongoing military culture and competence within the CMHC;
 3. Work with admissions and administrative staff to determine if currently serving veterans, service members and family members are being assessed by emergency services or seeking treatment;
 4. Evaluate agency-wide level of military cultural competence and ability to treat veterans, service members, and their families;
 5. Become familiar with the VA, Vet Center, National Guard, Care Coordination, and military medical staff resources and services to assist CMHC staff in developing relationships and making referrals;
 6. Network with military-civilian service providers;
 7. Develop relationships and partnerships with military resources while enhancing quality of care for veterans, service members, and their families;
 8. Coordinate and facilitate agency military teams and/or internal workgroups;
 9. Help to serve and support justice involved veterans by collaborating with the courts, VA, Vet Center, and other community resources;
 10. Promote enhanced ability to serve veterans, service members, and their families; and
 11. Other duties as identified by the Contractor and approved by DHHS.



Exhibit A
Scope of Work
SFY 2017

- G. The Contractor's Military Liaison/s shall provide up to a total of sixteen (16) hours per month on the activities defined in Sections A, B, C, D, and F above.
- H. The Contractor shall promote military culture and military competencies, to all CMHC staff on an ongoing basis. The Contractor's staff will ideally be trained in having an overall understanding of the service delivery system in serving veterans, service members and their families within the CMHC and within its Region.
- I. The Contractor shall provide an updated work plan, using the existing work plan as a guide, within thirty (30) calendar days from the effective date of the contract for DHHS approval. The Contractor shall include in the work plan at a minimum, the activities, deliverables, and due dates, and who will perform the activities. The Liaison will track and report activities monthly to include: the number of educational opportunities shared and attended, outreach and marketing activities, agency workgroup participation (if applicable), internal communication/ promotion with agency staff (i.e. newsletter, educational opportunities, community events), and meetings and outreach activities with military and community partners.

XXII. NO WRONG DOOR SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

- A. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- B. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
- C. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
- D. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners.
- E. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- F. The Contractor shall at a minimum:
 - 1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 5. Participate in NHCarePath outreach, education and awareness activities.



**Exhibit A
Scope of Work
SFY 2017**

XXIV. RENEW SUSTAINABILITY (Rehabilitation for Empowerment, Education, and Work)

The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches. These funds may also be used for RENEW facilitator or coach training (up to 5 slots) for the purpose of maintaining recommended staffing levels. These funds will also support travel and materials for RENEW activities.

Activity	# of Units/YR and Cost/Unit	Total Cost
Coaching for Implementation Team and agency coaches	(20) hours @ \$150/hr	\$3,000
(5) slots for Facilitator or Coach's training	\$99 per person	\$ 495
Travel and copies	Average \$450 per agency	\$ 450
		\$3,945

EXHIBIT B
METHODS OF PAYMENT
FY 2017

- A.** The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- B.** Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:
- CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services
Program Title: Balancing Incentive Program (BIP)
FAIN #: 05-1505NHBIPP
- 1.** The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- C.** The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:
- 1.** 05-95-92-920010-5945-102-500731
2. 05-95-92-920010-7851-102-500731
3. 05-95-42-421010-2958-102-500731
4. 05-95-49-490510-2985-102-500731
- D.** Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- E.** DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- F.** Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
- 1. Medicaid enrolled individuals:**
- a. Medicaid Care Management:** If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
- b. Medicaid Fee for Service:** The vendor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
- 2. Other insurance/payors:**
- a.** The vendor shall directly bill the other insurance or payors.

- G. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

H. Other Contract Programs:

1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	Amount
Div. for Children Youth and Families (DCYF) Consultation	1,770
Assertive Community Treatment Team (ACT)	225,000
Emergency Services	84,598
Behavioral Health Services Information System (BHSIS)	5,000
Military Culture/Awareness Initiative	12,480
Rehabilitation for Empowerment, Natural Supports, Education, and Work (RENEW)	3,945
Total	\$332,793

2. Payment for each contracted service in the above table shall be made on cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
- The Contractor shall provide individual program budgets within ten (10) days from the effective date of the contract for Departments approval.
 - The Contractor shall provide invoices on Department supplied forms.
 - The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the Department approved individual program budgets.
 - Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
 - 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.
3. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:
 Financial Manager
 Bureau of Behavioral Health
 Department of Health and Human Services
 105 Pleasant Street, Main Building
 Concord, NH 03301

4. Emergency Services: The Department shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section XV, Emergency Services.
5. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
6. Military Culture/Awareness Initiative: The Contractor shall be reimbursed at a rate of \$65 per hour for the military liaison. The Contractor shall be reimbursed \$65 per hour for all other staff to attend training as defined in Exhibit A, Section XXIII. Military Support. The vendor shall not invoice the Department from more than one (1) funding source for staff to attend trainings.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 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 EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4. of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6. of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10. of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 120 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2. In the event of early termination, the Contractor shall, within 60 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
 - 10.6. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
 - 10.7. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the



Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its' obligations hereunder.

- 10.8. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
3. Add the following regarding "Contractor Name" to Paragraph 1.:
 - 1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for-profit.
4. Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.:
 - 6.4. The Contractor shall comply with Title II of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
5. Add the following regarding "Personnel" to Paragraph 7.:
 - 7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.
 - 7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
 - 7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
 - 7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
6. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:
 - 8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of



Default");

- 8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;
- 8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A., IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A., XVII.

7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:

- 8.2.5. Give the Contractor written notice of default in the event that the



Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A., Section IX., A., and Exhibit C-1, Subparagraph 8.1.13. or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:

8.2.5.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

8.2.5.2. Conduct a financial audit of the Contractor; and/or

8.2.5.3. Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.

8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:

8.3. Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.

9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:

9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.

9.5.1. The Contractor shall submit the following fiscal reports:

9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.

9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.



- 9.5.1.3.** The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
- 9.5.1.4.** The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.5.** On or before November 1, 2016, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.3. of this Exhibit to DHHS in PDF format for fiscal year 2016, including the funds received under the fiscal year 2016 Agreement.
- 9.5.1.6.** If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 9.5.2.** The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3.** For required federal reports, the Contractor shall:
- 9.5.3.1.** Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
- 9.5.3.2.** Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
- 9.5.3.3.** Submit to DHHS all reasonable additional reports and data files as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.
- 9.5.3.4.** The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
- 11.** Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:



ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

- 12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.
 - 12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
 - 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
 - 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
 - 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
12. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
- 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General



Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.
14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue;
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A.; and
 - 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
- 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a



grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

- 22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.
- 22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
 - 22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;
 - 22.6.2. The consideration, if any, to be paid;
 - 22.6.3. The use to which the transferred property is to be put by the transferee;
 - 22.6.4. The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
 - 22.6.5. Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7. DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8. In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9. In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

1. Paragraph 9 of the Exhibit C of this contract, Audit, is deleted.

2. Add the following to Paragraph 17:
 - 17.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

3. Add the following to Paragraph 1:
 - 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



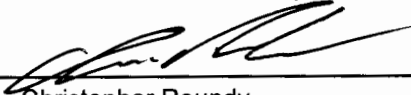
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: Behavioral Health & Developmental Services of
Strafford County, Inc. d/b/a Community Partners

5/24/16
Date


Name: Christopher Roundy
Title: President



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Behavioral Health & Developmental Services of
Strafford County, Inc. d/b/a Community Partners

5/24/16
Date


Name: Christopher Roundy
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

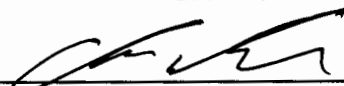
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (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: Behavioral Health & Developmental Services of
Strafford County, Inc. d/b/a Community Partners

5/24/16
Date


Name: Christopher Roundy
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 CGA

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: Behavioral Health & Developmental Services of
Strafford County, Inc. d/b/a Community Partners

5/24/16
Date


Name: Christopher Roundy
Title: President

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Contractor Initials CR

Date 5/24/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Behavioral Health & Developmental Services of
Strafford County, Inc. d/b/a Community Partners

5/24/16
Date


Name: Christopher Roundy
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 (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


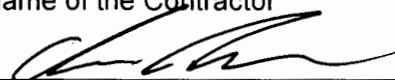
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security 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.

<u>Department of Health and Human Services</u> <u>The State</u>  <u>Signature of Authorized Representative</u> <u>Katja S. Fox</u> <u>Name of Authorized Representative</u> <u>Director</u> <u>Title of Authorized Representative</u> <u>5/27/16</u> <u>Date</u>	<u>Behavioral Health & Developmental Services of Strafford County, Inc.</u> <u>d/b/a Community Partners</u> <u>Name of the Contractor</u>  <u>Signature of Authorized Representative</u> <u>Christopher Roundy</u> <u>Name of Authorized Representative</u> <u>President, Board of Directors</u> <u>Title of Authorized Representative</u> <u>5/24/16</u> <u>Date</u>
--	---



**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.

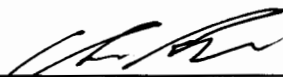
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

5/24/16
Date


Name: Christopher Roundy
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: 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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
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 formed September 24, 1982. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2016

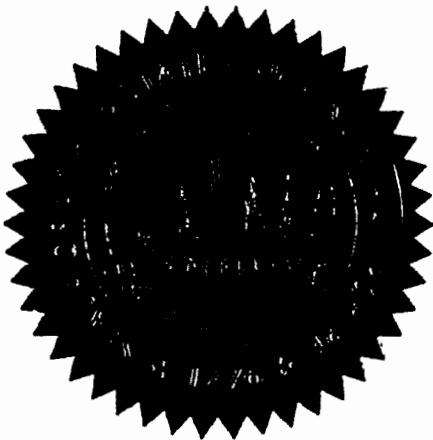
A handwritten signature in black ink, appearing to read "William M. Gardner".

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 COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire trade name registered on October 27, 2003 and that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Ann Landry, do hereby certify that:

1. I am the duly elected Clerk of Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 24, 2016.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

To Provide: Mental Health Services

RESOLVED: That the **President** hereby is 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 24, 2016.

4. **Christopher Roundy** is duly elected **President** of the Corporation.

(Seal)
(Corporation)

Ann Landry
(Signature of Board Secretary)

State of **New Hampshire**

County of **Strafford**

The foregoing instrument was acknowledged before me this 24th day of May, 2016

by Ann Landry.

Darlene E. Moore
Name: **Darlene Moore**
Title: Notary Public Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: **April 8, 2020**



CERTIFICATE OF LIABILITY INSURANCE

BEHAHEA-01 LMICHALS

DATE (MM/DD/YYYY)

1/15/2016

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 License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03102	CONTACT NAME: Lorraine Michals PHONE (A/C, No, Ext): (603) 622-2855		FAX (A/C, No): (603) 622-2854
	E-MAIL ADDRESS: info@clarkinsurance.com		
INSURED Behavioral Health & Developmental Services of Strafford County dba Community Partners 113 Crosby Rd, Ste 1 Dover, NH 03820		INSURER(S) AFFORDING COVERAGE INSURER A: QBE Insurance Corp.	NAIC # INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

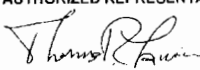
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	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	\$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
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	QWC3000749	11/16/2015	11/16/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							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**CANCELLATION**

NH DHHS 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

Client#: 950869

BEHAVHEAT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/24/2015

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).

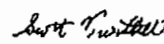
PRODUCER USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	CONTACT NAME: PHONE (A/C, No., Ext): 855 874-0123 FAX (A/C, No.): 781-376-5035 E-MAIL ADDRESS:																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Insuranc</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Insuranc	18058	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Philadelphia Indemnity Insuranc	18058																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Behavioral Health & Developmental Svcs 113 Crosby Road Suite 1 Dover, NH 03820																						

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 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1355753	07/01/2015	07/01/2016	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 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1355753	07/01/2015	07/01/2016	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			PHUB504468	07/01/2015	07/01/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional			PHPK1355753	07/01/2015	07/01/2016	\$1,000,000 Each Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER New Hampshire Department of Health and 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 
--	---

© 1988-2010 ACORD CORPORATION. All rights reserved.



Behavioral Health & Developmental Services of Strafford County, Inc.

Our Mission & Vision

Our Mission

Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

Our 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.

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



Community Partners

Behavioral Health & Developmental Services of Strafford County, Inc.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2015 and 2014

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, 2015 and 2014, 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, 2015 and 2014, 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

Report on 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 4, 2015

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Financial Position

June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
ASSETS		
Cash and cash equivalents	\$ 1,086,881	\$ 1,688,233
Restricted cash	120,640	161,186
Accounts receivable, net of allowance for doubtful accounts	2,061,351	2,994,797
Grants receivable	99,915	106,509
Prepaid expenses	142,263	233,647
Property and equipment, net	<u>2,179,021</u>	<u>2,441,022</u>
Total assets	<u>\$ 5,690,071</u>	<u>\$ 7,625,394</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 1,989,421	\$ 2,160,347
Refundable advances	249,517	787,904
Loan fund	89,115	88,996
Notes payable	<u>1,240,491</u>	<u>842,784</u>
Total liabilities	<u>3,568,544</u>	<u>3,880,031</u>
Net assets		
Unrestricted	2,103,636	3,701,263
Temporarily restricted	<u>17,891</u>	<u>44,100</u>
Total net assets	<u>2,121,527</u>	<u>3,745,363</u>
Total liabilities and net assets	<u>\$ 5,690,071</u>	<u>\$ 7,625,394</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, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 23,479,303	\$ 23,304,027
Medicare revenue	196,145	229,854
Client resources	1,481,753	1,490,712
Contract revenue	1,077,744	1,182,715
Grant income	674,320	465,425
Interest income	49	522
Other program revenue	105,846	62,145
Public support	67,734	73,291
Other revenue	<u>490,728</u>	<u>489,791</u>
Total public support and revenue	27,573,622	27,298,482
Net assets released from restrictions	<u>31,573</u>	<u>27,933</u>
Total public support, revenue, and releases	<u>27,605,195</u>	<u>27,326,415</u>
Expenses		
Program services		
Case management	943,225	869,742
Day programs and community support	4,405,287	4,170,441
Early support services and youth and family	3,412,749	4,968,019
Family support	579,621	600,208
Residential services	5,023,498	4,737,494
Combined residential, day and consolidated services	6,972,601	6,150,215
Adult services	3,716,191	2,430,111
Emergency services	620,806	597,080
Other	<u>842,840</u>	<u>689,634</u>
Total program expenses	26,516,818	25,212,944
Supporting services		
General management	<u>2,686,004</u>	<u>2,078,921</u>
Total expenses	<u>29,202,822</u>	<u>27,291,865</u>
Total change in unrestricted net assets	<u>(1,597,627)</u>	<u>34,550</u>
Changes in temporarily restricted net assets		
United Way allocation	5,364	1,724
Net assets released from restrictions	<u>(31,573)</u>	<u>(27,933)</u>
Total change in temporarily restricted net assets	<u>(26,209)</u>	<u>(26,209)</u>
Total change in net assets	(1,623,836)	8,341
Net assets, beginning of year	<u>3,745,363</u>	<u>3,737,022</u>
Net assets, end of year	<u>\$ 2,121,527</u>	<u>\$ 3,745,363</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, 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
Revenue												
Medicaid revenue	\$ 794,617	\$ 3,191,487	\$ 3,578,586	\$ 211,818	\$ 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	-	-	-	180,776	(10,183)	-	186,145	-	186,145
Client resources	30,614	42,595	268,878	8,945	672,480	331,941	58,066	68,354	(131)	1,481,753	-	1,481,753
Contract revenue	-	297,674	56,080	116,077	-	-	121,690	804,784	113,998	1,077,744	272,960	1,077,744
Grant income	35	12,772	116,700	27,152	77	4,405	46,983	-	405,180	613,304	61,016	674,320
Interest income	-	-	-	-	-	-	-	-	-	49	49	49
Other program revenue	-	63,790	4,838	-	-	31,218	-	-	-	99,846	6,000	105,846
Public support	13,782	11,036	3,742	8,465	-	-	1,080	-	25,161	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	198,848	490,728
Total functional public support and revenue	839,671	3,648,482	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	3,648,482	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	489,520	52,532	52,532	189,886	342,784	560,037	88,770	154,475	2,603,400	356,268	2,959,668
Payroll taxes	39,380	171,674	154,787	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	2,847	184,715	3,105,264	1,430,430	16,120	-	30,416	4,786,106	499	4,786,605
Professional fees and consultants	26,598	2,118	37,819	3,331	27,098	19,572	46,127	-	-	162,663	1,058	163,721
Subcontractors	78,842	55,195	183,413	11,942	34,140	36,366	141,280	20,004	10,297	571,509	148,113	719,622
Staff development/training	-	498,847	-	-	816,504	3,020,420	1,567	-	-	4,337,338	-	4,337,338
Rent	3,818	50,510	51,530	1,616	2,976	10,105	22,303	2,407	2,412	147,677	26,023	173,700
Utilities	3,283	60,390	53,843	3,283	14,763	31,737	79,054	-	22,568	229,236	76,014	305,250
Building maintenance and repairs	1,235	21,879	13,069	1,233	35,016	19,269	15,125	-	15,853	136,837	24,847	161,684
Other occupancy costs	1,721	28,964	11,712	1,721	6,925	20,771	9,328	502	2,691	99,842	16,575	116,417
Office	3,064	19,747	11,246	1,362	4,449	13,421	28,422	13,952	13,952	73,729	56,673	132,402
Building/household	973	16,811	4,047	831	3,868	6,221	4,199	156	2,863	39,969	9,899	49,868
Client consumables	1,792	29,963	5,956	6,267	30,000	57,408	12,337	45	105	143,873	3,754	147,627
Medical	-	86	287	-	3,696	2,842	828	19	-	7,771	663	8,434
Equipment maintenance	5,089	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	78,771	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	88	1,600	3,984	1,168	5,172
Printing	16	138	4,478	5	287	198	(51)	96	-	5,266	2,078	7,344
Telephone/communications	1,856	34,878	23,153	415	12,511	31,041	25,787	1,891	22,032	153,864	50,609	204,273
Postage/shipping	552	3,174	184	184	425	2,727	3,816	489	512	14,670	6,062	20,732
Transportation	24,462	272,475	46,852	3,168	18,282	132,430	117,838	1,758	7,787	625,032	(381)	624,651
Assistance to individuals	14,850	25,891	-	89,947	-	9,825	400	-	29,529	170,542	270	170,812
Insurance	8,509	30,254	36,163	2,836	10,400	18,808	48,800	6,618	113	164,378	41,818	206,196
Membership dues	286	1,292	1,862	95	424	636	4,324	222	8,194	36,239	9,355	75,250
Interest	2,767	4,642	6,167	2,286	1,125	576	4,761	561	8,194	36,239	9,355	75,250
Other	1,037	969	50,327	2,587	215	547	374	26	22,505	78,587	5,810	84,397
Total expenses	943,225	4,405,287	3,412,749	579,621	5,023,498	6,872,601	3,716,181	620,806	842,840	26,516,818	2,686,004	29,202,822
(Decrease) increase in unrestricted net assets	\$ (98,190)	\$ (756,785)	\$ 682,882	\$ (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., DIBIA COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2014

	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
Revenue												
Medicaid revenue	\$ 716,875	\$ 3,444,807	\$ 4,739,473	\$ 243,744	\$ 5,382,737	\$ 6,478,466	\$ 2,010,781	\$ 93,037	\$ 184,107	\$ 23,304,027	\$ -	\$ 23,304,027
Medicare revenue	-	12,321	74,784	-	-	127,945	-	6,449	8,355	229,854	-	229,854
Client resources	25,429	29,865	356,591	792	644,576	315,860	76,963	37,615	3,221	1,490,712	-	1,490,712
Contract revenue	-	101,923	397,125	193,657	198,914	198,914	105,313	1,177,195	179,263	1,177,195	5,520	1,182,715
Grant income	3,332	6,162	82,017	10,801	2,232	1,231	36,718	-	281,097	423,560	41,845	465,425
Interest income	-	-	-	-	-	-	-	-	-	-	522	522
Other program revenue	-	54,954	1,191	-	-	-	-	-	-	56,145	6,000	62,145
Public support	19,463	5,159	3,435	12,225	1,200	-	256	-	30,896	72,634	657	73,291
Other revenue	(138)	6,915	50,186	258	308	159	14,474	-	136,813	208,975	280,816	489,791
Total functional public support and revenue	764,961	3,662,106	5,704,802	461,477	6,031,053	6,785,516	2,467,051	242,414	833,742	26,963,122	335,360	27,298,482
Net assets released from restrictions	1,724	-	-	-	-	-	-	-	26,209	27,933	-	27,933
Total public support, revenue and releases	766,685	3,662,106	5,704,802	461,477	6,031,053	6,785,516	2,467,051	242,414	859,951	26,991,055	335,360	27,326,415
Expenses												
Salaries and wages	538,818	2,166,004	3,021,864	155,515	587,402	1,285,399	1,485,732	420,963	361,342	10,023,039	1,155,676	11,178,715
Employee benefits	126,385	603,524	731,445	60,230	84,247	263,524	343,526	71,204	68,924	2,385,068	155,926	2,540,994
Payroll taxes	40,892	171,567	229,255	12,321	46,462	102,854	111,668	30,080	34,558	779,557	58,367	838,124
Contracted substitute staff	89	8,249	16,188	-	-	300	11,503	1,478	59,070	50,069	202,008	252,107
Client treatment services	-	3,686	2,160	240,510	2,962,407	1,381,379	3,334	(463)	-	4,652,083	35	4,652,118
Professional fees and consultants	35,005	301	76,460	755	25,247	30,234	18,440	186,442	1,170	186,442	(170)	186,272
Subcontractors	18,064	64,183	187,281	3,285	12,593	18,318	81,071	12,538	9,163	416,506	167,312	583,818
Staff development/training	2,140	55,788	62,018	3,362	892,365	2,732,788	-	-	4,075,554	-	-	4,075,554
Rent	8,773	32,442	48,592	102,176	2,640	9,270	10,358	997	1,722	152,770	30,689	183,459
Utilities	5,466	19,049	27,344	2,201	8,012	15,110	15,211	12,345	9,681	249,266	1,684	250,950
Building maintenance and repairs	3,851	29,296	27,518	1,381	16,716	11,483	14,528	3,241	10,884	125,006	9,337	134,343
Other occupancy costs	4,157	20,666	25,049	2,090	4,205	5,747	17,392	4,811	2,923	102,133	6,215	108,348
Office	2,836	14,315	13,412	993	2,371	5,732	13,765	2,856	13,125	106,662	5,257	111,919
Building/household	2,343	26,567	14,228	6,811	3,547	3,457	6,754	1,240	7,640	84,326	58,623	142,949
Client consumables	(329)	242	1,052	(257)	(2,655)	(6,935)	44,422	86	1,474	53,668	4,543	65,659
Medical	15,229	72,763	47,820	4,856	13,629	35,853	19,736	4,242	1,743	136,320	5,609	140,663
Equipment maintenance	108	632	227	72	295	245	63	12	2,058	128,670	21,316	149,986
Advertising	84	119	11,223	22	10	298	560	146	1,743	216,073	43,700	259,773
Printing	14,258	18,183	48,589	3,333	3,279	6,316	24,055	4,266	25	12,488	1,162	2,826
Telephone/communications	2,375	606	9,848	597	18	765	4,727	1,198	7,277	129,556	28,784	158,340
Postage/shipping	28,515	260,527	116,554	8,346	32,339	108,338	86,895	1,604	847	20,981	3,109	24,090
Transportation	11,583	53,563	(9,610)	89,253	1,200	24,388	126	-	9,915	653,094	13,009	666,103
Assistance to individuals	7,736	39,807	65,810	2,517	6,923	18,260	33,804	6,032	24,653	195,156	7,341	202,497
Insurance	16	830	11,004	6	90	41	1,095	175	1,175	162,493	65,402	193,290
Membership dues	1,278	8,339	5,234	321	1,528	2,668	2,762	1,076	2,270	19,372	6,479	26,145
Interest	56	335	2,716	561	48	131	515	94	36,866	41,342	12,443	53,785
Other	869,742	4,170,441	4,866,019	600,208	4,737,484	6,150,215	2,430,111	597,080	689,634	25,212,844	2,078,921	27,291,865
Total expenses	\$ (103,057)	\$ (508,335)	\$ 7,967,833	\$ (136,731)	\$ 1,283,559	\$ 645,301	\$ 36,940	\$ (354,666)	\$ 170,317	\$ 1,778,111	\$ (1,743,561)	\$ 34,550
Increase (decrease) in unrestricted net assets												

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, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ (1,623,836)	\$ 8,341
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	400,356	259,773
Change in allowance for doubtful accounts	311,888	(117,412)
Decrease (increase) in		
Restricted cash	40,546	77,158
Accounts receivable, trade	621,558	(523,913)
Grants receivable	6,594	17
Prepaid expenses	91,384	45,228
Increase (decrease) in		
Accounts payable and accrued expenses	(170,926)	158,797
Refundable advances	(538,387)	(174,251)
Due to the State	-	(1,340,088)
Loan fund	<u>119</u>	<u>178</u>
Net cash used by operating activities	<u>(860,704)</u>	<u>(1,606,172)</u>
Cash flows from investing activities		
Acquisition of equipment	<u>(138,355)</u>	<u>(372,713)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	550,000	-
Principal payments on long-term borrowings	<u>(152,293)</u>	<u>(46,553)</u>
Net cash provided (used) by financing activities	<u>397,707</u>	<u>(46,553)</u>
Net decrease in cash and cash equivalents	<u>(601,352)</u>	<u>(2,025,438)</u>
Cash and cash equivalents, beginning of year	<u>1,688,233</u>	<u>3,713,671</u>
Cash and cash equivalents, end of year	<u>\$ 1,086,881</u>	<u>\$ 1,688,233</u>
Supplemental disclosures		
Noncash transaction - Acquisition of equipment in exchange for note payable	<u>\$ -</u>	<u>\$ 175,000</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, 2015 and 2014

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>2015</u>	<u>2014</u>
Funds received	\$ 23,601	\$ 29,546
Funds disbursed	<u>17,224</u>	<u>27,315</u>
	<u>\$ 6,377</u>	<u>\$ 2,231</u>

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	\$ 278,765
Funds disbursed	<u>202,574</u>
	<u>\$ 76,191</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, 2015 and 2014

Use of Estimates

The preparation of financial statements, in conformity with U.S. generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. 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 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, 2015 and 2014, 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 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.

Financial Accounting Standards Board *Accounting Standards Codification* (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, 2015 and 2014

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, 2015 and 2014.

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, 2015 and 2014, allowances were recorded in the amount of \$465,000 and \$153,112, 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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Refundable Advances

The Organization's refundable advances consist of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated Medicaid recoupment settlement reserves for Medicaid eligibility audits, and certain pass through funds.

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.

Risks and Uncertainties

As shown in the accompanying consolidated financial statements, the Organization incurred a decrease in net assets of \$1,623,836 during the year ended June 30, 2015. In response to this factor, as well as other uncertainties facing the Organization, management has developed a strategic plan to maximize the Organization's operations. The ability for the Organization to continue as a going concern is dependent on management's ability to achieve the financial results outlined in the strategic plan.

Reclassification

Certain amounts in the 2014 consolidated financial statements have been reclassified to conform to the current year's presentation.

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, 2015 and 2014, the Organization held cash totaling \$89,115 and \$88,996, 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, 2015 and 2014, the Organization held cash totaling \$29,815 and \$43,258, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

The Organization has a self-funded insurance policy and, correspondingly, a health reimbursement account to pay for a portion of employee's medical expenses. As of June 30, 2015 and 2014, total cash restricted for this use was \$1,710 and \$28,932, respectively.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Land and buildings	\$ 1,859,893	\$ 1,859,893
Building improvements	1,562,119	1,562,119
Vehicles	710,696	763,129
Equipment and furniture	<u>2,784,032</u>	<u>2,630,981</u>
	6,916,740	6,816,122
Less accumulated depreciation	<u>4,737,719</u>	<u>4,375,100</u>
	<u>\$ 2,179,021</u>	<u>\$ 2,441,022</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 4.25% at June 30, 2015 and 2014. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2015 and 2014, 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, 2015 and 2014

5. Notes Payable

Notes payable consisted of the following:

	<u>2015</u>	<u>2014</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).	\$ 116,549	\$ 124,857
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.	256,784	272,871
Note payable to a bank, payable in monthly installments of \$3,167, including interest at 3.24%, through April 2019; collateralized by certain equipment.	136,695	169,619
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.	257,123	275,437
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.	<u>473,340</u>	<u>-</u>
	<u>\$ 1,240,491</u>	<u>\$ 842,784</u>

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

The scheduled maturities of long term debt are as follows:

2016	\$ 530,000
2017	162,000
2018	369,000
2019	148,000
2020	<u>31,491</u>
	<u>\$ 1,240,491</u>

Cash paid for interest approximates interest expense.

6. Temporarily Restricted Net Assets

At June 30, 2015 and 2014, temporarily restricted net assets were \$17,891 and \$44,100, 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 September 2012 through August 2018. Total rent expense charged to operations was \$305,250 in 2015 and \$250,960 in 2014.

Future minimum operating lease payments are as follows:

	<u>Total</u>
2016	\$ 308,453
2017	252,780
2018	<u>160,060</u>
	<u>\$ 721,293</u>

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

Self-Insurance

The Organization has a self-insured health care plan for substantially all of its employees. The Organization has 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 and 2014, the Organization has accrued approximately \$296,000 and \$165,000, respectively, under the self-insurance contract.

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, 2015 and 2014, approximately 85%, 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>2015</u>	<u>2014</u>
Developmental Services	\$ 1,310,859	\$ 1,685,928
Behavioral Health Services	<u>353,377</u>	<u>874,971</u>
	<u>\$ 1,664,236</u>	<u>\$ 2,560,899</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 2015.

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 2016.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2015 and 2014

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. Total costs incurred for the plan during the years ended June 30, 2015 and 2014 were \$266,313 and \$233,038, respectively. The total expense for the years ended June 30, 2015 and 2014 for the Developmental Services division was \$136,560 and \$109,548, respectively, and for the Behavioral Health Services division was \$129,753 and \$123,490, respectively.

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. generally accepted accounting principles, management has considered transactions or events occurring through November 4, 2015, 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, 2015 and 2014

	2015					2014				
	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	\$ 358,074	\$ 642,605	\$ 10,011	\$ 76,191	\$ 1,086,881	\$ 875,604	\$ 734,491	\$ 7,228	\$ 70,910	\$ 1,688,233
Restricted cash	119,785	855	-	-	120,640	146,720	14,466	-	-	161,186
Accounts receivable, net of allowance for doubtful accounts	1,513,590	1,302,006	35	-	2,061,351	1,869,791	1,303,864	13	-	2,994,797
Grants receivable	10,037	89,878	-	-	99,915	41,773	64,736	-	-	106,509
Prepaid expenses	71,133	71,130	-	-	142,263	131,822	101,825	-	-	233,647
Interest in net assets of subsidiaries	75,576	-	-	-	-	68,819	-	-	-	(68,819)
Property and equipment, net	1,718,327	460,694	-	-	2,179,021	1,916,887	524,135	-	-	2,441,022
Total assets	\$ 3,866,522	\$ 2,567,168	\$ 10,046	\$ 76,191	\$ 5,690,071	\$ 5,051,416	\$ 2,749,517	\$ 7,241	\$ 70,910	\$ 7,625,394
LIABILITIES AND NET ASSETS (DEFICIT)										
Liabilities										
Accounts payable and accrued expenses	\$ 2,250,456	\$ 482,585	\$ 10,660	\$ -	\$ 1,989,421	\$ 1,869,223	\$ 440,663	\$ 8,236	\$ 1,096	\$ 2,160,347
Refundable advances	161,165	86,352	-	-	249,517	440,201	347,703	-	-	787,904
Loan fund	88,115	-	-	-	88,996	88,996	-	-	-	88,996
Notes payable	983,368	257,123	-	-	1,240,491	567,347	275,437	-	-	842,784
Total liabilities	3,484,104	828,060	10,660	-	3,568,544	2,965,767	1,063,803	8,236	1,096	3,880,031
Net assets (deficit)	364,527	1,739,108	(614)	76,191	2,103,636	2,021,549	1,679,714	(995)	69,814	3,701,263
Unrestricted	17,891	-	-	-	17,891	44,100	-	-	-	44,100
Temporarily restricted	382,418	1,739,108	(614)	76,191	2,121,527	2,065,649	1,679,714	(995)	69,814	3,745,363
Total net assets (deficit)	\$ 3,866,522	\$ 2,567,168	\$ 10,046	\$ 76,191	\$ 5,690,071	\$ 5,051,416	\$ 2,749,517	\$ 7,241	\$ 70,910	\$ 7,625,394
Total liabilities and net assets (deficit)										

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. DIBIA COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2015 and 2014

	2015					2014				
	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
Changes in unrestricted net assets (deficit)										
Public support and revenue	\$ 16,796,823	\$ 6,682,480	\$ -	\$ -	\$ 23,479,303	\$ 17,005,812	\$ 6,298,215	\$ -	\$ -	\$ 23,304,027
Medicaid revenue	-	196,145	-	-	196,145	-	229,854	-	-	229,854
Medicare revenue	1,146,464	335,289	-	-	1,481,753	1,110,313	380,399	-	-	1,490,712
Client resources	310,837	766,907	-	-	1,077,744	481,416	701,298	-	-	1,182,715
Contract revenue	148,856	525,464	-	-	674,320	142,462	322,963	-	-	465,425
Grant income	-	49	-	-	49	-	522	-	-	522
Interest income	105,846	-	-	-	105,846	62,145	-	-	-	62,145
Other program income	41,142	2,991	-	23,601	67,734	42,453	-	29,546	-	73,291
Public support	277,287	219,817	92,990	-	490,728	167,559	324,463	118,509	29,546	489,791
Other revenue	-	-	-	-	-	-	-	-	-	-
Total public support and revenue	18,827,255	8,729,142	92,990	23,601	27,573,622	19,012,160	8,259,007	118,509	29,546	27,298,482
Net assets released from restrictions	31,573	-	-	-	31,573	27,933	-	-	-	27,933
Total public support, revenue and reclassifications	18,858,828	8,729,142	92,990	23,601	27,605,195	19,040,093	8,259,007	118,509	29,546	27,326,415
Expenses										
Program services										
Case management	943,225	-	-	-	943,225	869,742	-	-	-	869,742
Day programs and community support	4,069,355	335,932	-	-	4,405,287	3,897,948	272,493	-	-	4,170,441
Early support services and youth and family	1,109,341	2,303,408	-	-	3,412,749	940,167	4,027,852	-	-	4,968,019
Family support	679,621	-	-	-	679,621	600,208	-	-	-	600,208
Residential services	5,023,498	-	-	-	5,023,498	4,737,494	-	-	-	4,737,494
Combined residential, day and consolidated services	6,972,601	-	-	-	6,972,601	6,150,215	-	-	-	6,150,215
Medical services	-	-	-	-	-	-	-	-	-	-
Adult services	309,285	3,406,906	-	-	3,716,191	238,087	2,192,024	-	-	2,430,111
Emergency services	268,439	620,806	-	-	820,806	275,652	597,080	-	-	597,080
Other	-	557,177	92,609	17,224	647,010	-	386,667	115,900	27,315	529,982
Total program expenses	19,275,366	7,224,229	92,609	17,224	26,516,818	17,709,513	7,476,116	115,900	27,315	25,212,944
Supporting services										
General management	1,240,485	1,445,519	-	-	2,686,004	1,298,350	780,571	-	-	2,078,921
Total expenses	20,515,850	8,669,748	92,609	17,224	29,292,822	19,007,863	8,256,687	115,900	27,315	27,291,865
Total change in unrestricted net assets (deficit)	(1,657,022)	59,394	381	6,377	(1,597,627)	32,230	2,320	2,609	2,231	34,550
Changes in temporarily restricted net assets										
United Way allocation	5,364	-	-	-	5,364	1,724	-	-	-	1,724
Net assets released from restrictions	(31,573)	-	-	-	(31,573)	(27,933)	-	-	-	(27,933)
Total change in temporarily restricted net assets	(26,209)	-	-	-	(26,209)	(26,209)	-	-	-	(26,209)
Total change in net assets (deficit)	(1,683,231)	59,394	381	6,377	(1,623,836)	6,021	2,320	2,609	2,231	8,341
Net assets (deficit), beginning of year	2,065,649	1,679,714	(995)	69,814	3,745,363	2,059,628	1,677,394	(3,604)	67,583	3,737,022
Net assets (deficit), end of year	382,418	1,739,108	(614)	76,191	2,121,527	2,065,649	1,679,714	(995)	69,814	3,745,363



Community Partners BOARD OF DIRECTORS 2016-2017

PRESIDENT

Chris Roundy (Joined 06/26/2007)

TREASURER

Matthew Sylvia (Joined 12/19/2006)

VICE PRESIDENT

Kathleen Boisclair

SECRETARY

Ann Landry (Joined 08/23/2005)

Anthony Demers (Joined 1/20/15)	Ken Muske (Joined 03/05/02)	Kristine Baber (Joined 4/26/13)
John Lowy (C) (Joined 09/13/99)	Judge Daniel Cappiello (Joined 03/22/14)	Rev. Sue Frost (C) (Joined 01/28/14)
Wayne Goss (C) (Joined 01/28/14)	John Guy (Joined 07/22/14)	Bryant Hardwick (Joined 2/22/11)
Kerri Larkin (C) Joined 11/23/10)	Tracy Hayes (Joined 12/15/15)	

(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 

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** Community Partners! 12/03 to Present
(Medical Director)

Behavioral Health Services 10/01 to 12/03
(Medical Director)

Strafford Guidance Center, Inc. 1996 to 10/01
(Medical Director)

Penn Group Medical Associates 1993-1996
HealthAmerica
Pittsburgh, PA

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 - SFY 2017

NH Department of Health and Human Services

Contractor Name: Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners of Strafford County

NAME	JOB TITLE	FTEs	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Collins, Brian	CEO	1	\$185,000	45.00%	\$83,250.00
Kozak, Christopher	COO	1	\$82,400	100.00%	\$82,400.00
Allister, Robert J	Medical Director	1	\$238,103	100.00%	\$238,103.00
Stocker, Kathleen	CFO	1	\$101,970	43.75%	\$44,611.88
			\$0	0.00%	\$0.00
			\$0	0.00%	\$0.00
TOTAL SALARIES					\$448,364.88

Subject: Mental Health Services & PATH Services

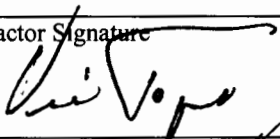
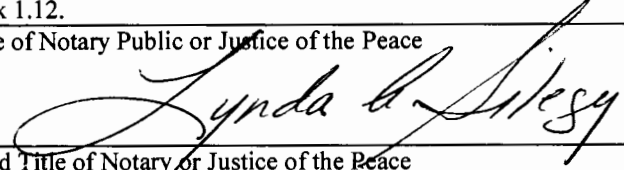
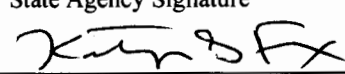
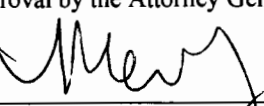
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Behavioral Health, Bureau of Mental Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center for Southern New Hampshire d/b/a 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 See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$399,541
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Vic Topo, President/CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>May 25, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace [Seal]		LYNDA A. SILEGY Notary Public - New Hampshire My Commission Expires August 5, 2019	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan Yopl - Attorney</u> <u>6/12/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date 5/25/2016

Exhibit A
Scope of Work
SFY 2017



I. SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- C. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- D. The Contractor acknowledges the requirements of the Community Mental Health Agreement and shall demonstrate progress toward meeting the following terms in the Community Mental Health Agreement: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; and 3.) transition planning for individuals at New Hampshire Hospital and Glenclyff Home. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the Agreement.
- E. Should the Contractor fail to demonstrate progress toward meeting the Agreement's terms noted in section D above after consultation with and technical assistance from the Department, the Department may terminate the contract with the Contractor under the provisions detailed in Exhibit C-1.

II. QUALITY IMPROVEMENT

- A. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- B. In order to document consumer strengths, needs, and outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - a. Employed to develop an individualized, person-centered treatment plan;
 - b. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - c. Submitted to the database managed for the State that will allow client-level, regional, and statewide outcome reporting.
 - 3. Documentation of re-assessment using the New Hampshire version of the CANS

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



or ANSA shall be conducted at least every three (3) months.

- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2017 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage all consumers sampled to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2017 shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- D. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.
- E. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).

Exhibit A
Scope of Work
SFY 2017



F. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.

V. COORDINATION WITH PRIMARY CARE PROVIDER

A. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.

B. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

VI. TRANSITION OF CARE

A. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.

B. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

VII. APPLICATION FOR OTHER SERVICES

The Contractor will provide assistance to eligible consumers in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

VIII. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

IX. MAINTENANCE OF FISCAL INTEGRITY

A. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

New Hampshire Department of Health and Human Services

Exhibit A
Scope of Work
SFY 2017



1. **Days of Cash on Hand:**
 - a. **Definition:** The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. **Formula:** Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - c. **Performance Standard:** The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
2. **Current Ratio:**
 - a. **Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - b. **Formula:** Total current assets divided by total current liabilities.
 - c. **Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
3. **Debt Service Coverage Ratio:**
 - a. **Rationale:** This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
 - b. **Definition:** The ratio of Net Income to the year to date debt service.
 - c. **Formula:** Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - d. **Source of Data:** The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - e. **Performance Standard:** The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
4. **Net Assets to Total Assets:**
 - a. **Rationale:** This ratio is an indication of the Contractor's ability to cover their liabilities.
 - b. **Definition:** The ratio of the Contractor's net assets to total assets.
 - c. **Formula:** Net assets (total assets less total liabilities) divided by total assets.
 - d. **Source of Data:** The Contractor's Monthly Financial Statements.
 - e. **Performance Standard:** The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

- B. In the event that the Contractor does not meet either:
1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,
- DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that B. 1. and/or B. 2 has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- C. The Contractor shall inform the Director of the Bureau of Mental Health Services by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- D. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- E. The Contractor shall provide their Revenue and Expense Budget within fifteen (15) calendar days of the contract effective date.
 - 1. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 2. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

X. REPORTING REQUIREMENTS

- A. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 1. For BMHS Eligible Clients: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 2. For Non-BMHS Eligible Clients: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- B. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- C. The Department approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

XI. REDUCTION OR SUSPENSION OF FUNDING

- A. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



written notification to the Contractor of such material reduction or suspension.

- B. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- C. Any plan devised pursuant to Subsection B., above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
 - 1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 - 2. The Contractor shall continue to provide emergency services to all consumers;
 - 3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 - 4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contractor is faced with a more sudden reduction in ability to deliver said services.
- B. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- D. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- B. The Contractor shall submit consumer demographic and encounter data, including data

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, and timeliness as specified by DHHS.

- C. General requirements for the Phoenix system are as follows:
1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;
 2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files;
 3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days;
 4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and as specified by DHHS to ensure submitted data is current; and
 5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - a. All data is formatted in accordance with the file specifications
 - b. No records will reject due to illegal characters or invalid formatting.
 6. The Contractor shall meet the following standards:
 - a. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS;
 - b. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor;
 - c. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed one (1) year.
 - d. Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the Department the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



XV. EMERGENCY SERVICES

The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS (ACT)

A. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).

B. The Contractor shall report their level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS. The Adult ACT Infrastructure Compliance Report shall be included with the invoices submitted for payment of Adult ACT Team funds as defined in Exhibit B.

C. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.

B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 18.6 percent by June 30, 2017. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2016.

XVIII. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND GLENCLIFF HOME

A. The Contractor shall participate in the development of plans to transition individuals at NHH and Glenclyff to the community.

B. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, Glenclyff, and Transitional Housing Services that will

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



include, among other things, explaining the benefits of community living and facilitating visits to community settings.

XIX. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) CONSULTATION

Division for Children, Youth & Family (DCYF) funds are to be used by the Contractor to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

XX. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.

B. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.

C. Activities that may be funded:

1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
2. Costs associated with developing other BBH-requested data reporting system.
3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

D. Other conditions for payment:

1. Progress Reports from the Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
2. Payments:
 - a. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment shall be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MILITARY CULTURE/AWARENESS INITIATIVE

A. The Contractor shall designate a military liaison/s who will participate in a one (1) hour conference call each month with the State CMHC Military Liaison, as well as with the other CMHC Military Liaisons from across the State. The purpose of these calls is to share successes, challenges and opportunities for serving veterans, service members, and their families who receive care at the CMHC.

B. The Contractor's Military Liaison/s shall participate in four (4) statewide CMHC Military Liaison Training & Planning Retreats, scheduled quarterly throughout the contract year.

New Hampshire Department of Health and Human Services
Exhibit A
Scope of Work
SFY 2017



- C. CMHC Military Liaisons will plan, schedule, and market at least one (1) sustainability activity per month. These activities should increase awareness, provide education, and/or introduce resources to help CMHC staff meet the needs of veterans, service members, and their families. These sustainability activities can include group participation in military specific webinars, Brown Bag Lunch and Learn, incorporation of Veterans Health Administration (VA), Vet Center, Care Coordination, or National Guard staff into department meetings or continuing education opportunities, meetings with CMHC leadership or Board of Directors, and other opportunities to strengthen services and supports to veterans, service members and their families.
- D. The Contractor shall "Ask the Question" during their intake process to identify service members, veterans and family members seeking services. The Contractor shall provide training and review sessions with their intake staff, as needed, to ensure that their staff are comfortable with "asking the question" and answering any questions that military members might have. The Contractor shall conduct at last two (2) baseline reviews on their data collection during the contract year.
- E. The State CMHC Military Liaison will coordinate monthly conference calls, schedule and plan quarterly retreats, visit each CMHC at least once during the contract year, and provide ongoing support, supervision, and guidance to all CMHC Military Liaisons as needed. The State CMHC Military Liaison will also maintain weekly contact with DHHS Military Programs' staff.
- F. The Contractor's Military Liaison/s shall serve as the contact both within the CMHC and within the Region for issues related to serving veterans, service members and their families. The Contractor's Military Liaison/s shall provide at least one (1) of the following each month:
1. Serve as a military culture subject matter expert/consultant for clinicians, providing support and guidance as needed;
 2. Promote ongoing military culture and competence within the CMHC;
 3. Work with admissions and administrative staff to determine if currently serving veterans, service members and family members are being assessed by emergency services or seeking treatment;
 4. Evaluate agency-wide level of military cultural competence and ability to treat veterans, service members, and their families;
 5. Become familiar with the VA, Vet Center, National Guard, Care Coordination, and military medical staff resources and services to assist CMHC staff in developing relationships and making referrals;
 6. Network with military-civilian service providers;
 7. Develop relationships and partnerships with military resources while enhancing quality of care for veterans, service members, and their families;
 8. Coordinate and facilitate agency military teams and/or internal workgroups;
 9. Help to serve and support justice involved veterans by collaborating with the courts, VA, Vet Center, and other community resources;
 10. Promote enhanced ability to serve veterans, service members, and their families; and
 11. Other duties as identified by the Contractor and approved by DHHS.

Exhibit A
Scope of Work
SFY 2017



- G. The Contractor's Military Liaison/s shall provide up to a total of sixteen (16) hours per month on the activities defined in Sections A, B, C, D, and F above.
- H. The Contractor shall promote military culture and military competencies, to all CMHC staff on an ongoing basis. The Contractor's staff will ideally be trained in having an overall understanding of the service delivery system in serving veterans, service members and their families within the CMHC and within its Region.
- I. The Contractor shall provide an updated work plan, using the existing work plan as a guide, within thirty (30) calendar days from the effective date of the contract for DHHS approval. The Contractor shall include in the work plan at a minimum, the activities, deliverables, and due dates, and who will perform the activities. The Liaison will track and report activities monthly to include: the number of educational opportunities shared and attended, outreach and marketing activities, agency workgroup participation (if applicable), internal communication/ promotion with agency staff (i.e. newsletter, educational opportunities, community events), and meetings and outreach activities with military and community partners.

XXII. NO WRONG DOOR SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

- A. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals accessing the system experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- B. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
- C. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
- D. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners.
- E. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- F. The Contractor shall at a minimum:
 - 1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 5. Participate in NHCarePath outreach, education and awareness activities

Exhibit A
Scope of Work
SFY 2017



XXIII. RENEW SUSTAINABILITY (Rehabilitation for Empowerment, Education, and Work)

The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches. These funds may also be used for RENEW facilitator or coach training (up to 5 slots) for the purpose of maintaining recommended staffing levels. These funds will also support travel and materials for RENEW activities.

Activity	# of Units/YR and Cost/Unit	Total Cost
Coaching for Implementation Team and agency coaches	(20) hours @ \$150/hr	\$3,000
(5) slots for Facilitator or Coach's training	\$99 per person	\$ 495
Travel and copies	Average \$450 per agency	\$ 450
		\$3,945

XXIV. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

- A. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- B. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- C. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- D. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services.
- E. The Contractor shall comply with all reporting requirements under the PATH Grant.

Contractor Initials: *W*
Date: *5/25/2016*

Exhibit A
Scope of Work
SFY 2017



-
- F. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- G. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

EXHIBIT B
METHODS OF PAYMENT
FY 2017

A. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

B. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #: 93.150
Federal Agency: U.S. Department of Health and Human Services
Program Title: Projects for Assistance in Transition from Homelessness (PATH)
PL 101-645
FAIN: SM016030-14

CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services
Program Title: Balancing Incentive Program (BIP)
FAIN #: 05-1505NHBIPP

1. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

C. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

1. 05-95-92-920010-5945-102-500731
2. 05-95-92-920010-7851-102-500731
3. 05-95-42-421010-2958-102-500731
4. 05-95-42-423010-7926-102-500731
5. 05-95-49-490510-2985-102-500731

D. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

E. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.

F. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:

1. Medicaid enrolled individuals:

- a. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
- b. Medicaid Fee for Service: The vendor shall bill Medicaid for services on the Fee for Service (FFS) schedule.

2. Other insurance/payors:

- a. The vendor shall directly bill the other insurance or payors.

- G. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

H. Other Contract Programs:

1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	Amount
Div. for Children Youth and Families (DCYF) Consultation	1,770
Assertive Community Treatment Team (ACT)	225,000
Emergency Services	121,846
Behavioral Health Services Information System (BHSIS)	5,000
Military Culture/Awareness Initiative	12,480
Homeless and Housing Federal Grant	29,500
Rehabilitation for Empowerment, Natural Supports, Education, and Work (RENEW)	3,945
Total	\$399,541

2. Payment for each contracted service in the above table shall be made on cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
- The Contractor shall provide individual program budgets within ten (10) days from the effective date of the contract for Departments approval.
 - The Contractor shall provide invoices on Department supplied forms.
 - The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the Department approved individual program budgets.
 - Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
 - 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.
3. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

Financial Manager
 Bureau of Behavioral Health
 Department of Health and Human Services
 105 Pleasant Street, Main Building
 Concord, NH 03301

4. Emergency Services: The Department shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section XV, Emergency Services.
5. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
6. Military Culture/Awareness Initiative: The Contractor shall be reimbursed at a rate of \$65 per hour for the military liaison. The Contractor shall be reimbursed \$65 per hour for all other staff to attend training as defined in Exhibit A, Section XXIII. Military Support. The vendor shall not invoice the Department from more than one (1) funding source for staff to attend trainings.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 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.


5/25/2016



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, 120 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2. In the event of early termination, the Contractor shall, within 60 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
 - 10.6. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
 - 10.7. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the



Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its' obligations hereunder.

- 10.8.** The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3.** Add the following regarding "Contractor Name" to Paragraph 1.:

 - 1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for-profit.
- 4.** Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.:

 - 6.4.** The Contractor shall comply with Title II of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5.** Add the following regarding "Personnel" to Paragraph 7.:

 - 7.4.** Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5.** No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

 - 7.5.1.** Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
 - 7.5.2.** Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
 - 7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- 6.** Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:

 - 8.1.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of



Default"):

- 8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;
- 8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A., IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A., XVII.

7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:

- 8.2.5. Give the Contractor written notice of default in the event that the



Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A., Section IX., A., and Exhibit C-1, Subparagraph 8.1.13. or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:

8.2.5.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

8.2.5.2. Conduct a financial audit of the Contractor; and/or

8.2.5.3. Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.

8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:

8.3. Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.

9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:

9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.

9.5.1. The Contractor shall submit the following fiscal reports:

9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.

9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.



- 9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
- 9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.5. On or before November 1, 2016, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.3. of this Exhibit to DHHS in PDF format for fiscal year 2016, including the funds received under the fiscal year 2016 Agreement.
- 9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
- 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
- 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
- 9.5.3.3. Submit to DHHS all reasonable additional reports and data files as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.
- 9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.

11. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:



ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

- 12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.
 - 12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
 - 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
 - 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
 - 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
12. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
- 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General



Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.
14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue;
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A.; and
 - 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a



grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

- 22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.
- 22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
 - 22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;
 - 22.6.2. The consideration, if any, to be paid;
 - 22.6.3. The use to which the transferred property is to be put by the transferee;
 - 22.6.4. The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
 - 22.6.5. Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7. DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8. In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9. In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

UT

5/25/2016



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.

May 25, 2016
Date

Contractor Name:

Vic Topo
Name: Vic Topo
Title: President/CEO

Contractor Initials [Signature]
Date 5/25/2016



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

May 25, 2016
Date

Name:
Title:

Vic Topo
Name: *Vic Topo*
Title: *President/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 (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

May 25, 2014
Date



Name: Vic Topo
Title: President / 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

5/25/2016



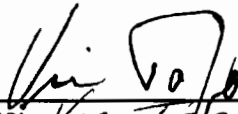
In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

May 25, 2016
Date



Name: Vic Tapo
Title: President / CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

VT

Date

5/25/2016



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

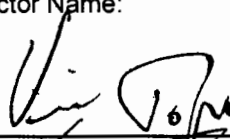
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

May 25, 2016
Date



Name: Vic Topo
Title: President/CEO


Contractor Initials 
Date 5/25/2016



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.

JS

5/25/2010



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

VS
3/25/2010



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

W
Date 5/25/2016



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox

Name of Authorized Representative

Director

Title of Authorized Representative

5/27/16
Date

*The Mental Health Center for Southern
New Hampshire d/b/a CLM Center
For Life Management*

Name of the Contractor

Vic Topo
Signature of Authorized Representative

Vic Topo
Name of Authorized Representative

President / CEO
Title of Authorized Representative

May 25, 2016
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Name: Vic Topo

Title: President/CEO

May 25, 2016
Date

Contractor Initials

Date 5/25/2016



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?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

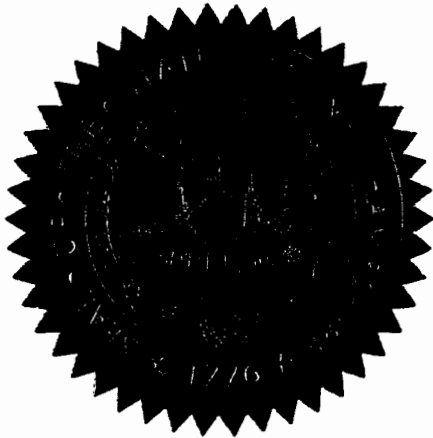
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire
Department of 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 formed April 17, 1967. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2016

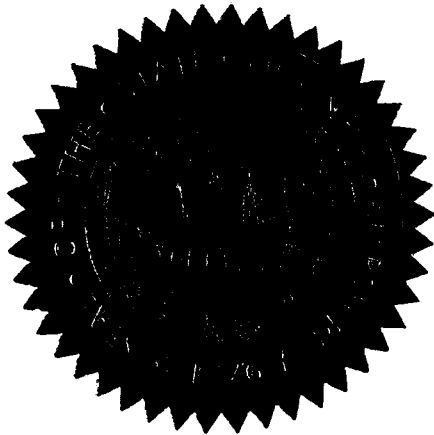
A handwritten signature in cursive script, reading "William M. Gardner".

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 on June 30, 2003 and that The Mental Health Center for Southern New Hampshire presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April, A.D. 2016

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:

1. I am the duly elected Clerk of **The Mental Health Center for Southern New Hampshire
DBA CLM Center for Life Management**
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **May 25th, 2016**.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

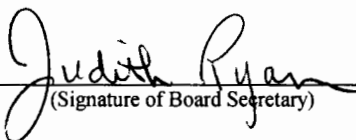
**To Provide: Mental Health Services, and
Projects for Assistance in Transition from Homelessness (PATH) Services**

RESOLVED: That the **President** hereby is 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 (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 25th, 2016.

4. Vic Topo is duly elected President of the Corporation.

(Seal)
(Corporation)

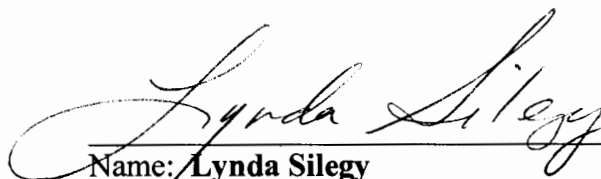

(Signature of Board Secretary)

State of New Hampshire

County of Rockingham

The foregoing instrument was acknowledged before me this 25th day of May 2016

by Judith Ryan.


Name: Lynda Silegy
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: _____

LYNDA A. SILEGY
Notary Public - New Hampshire
My Commission Expires August 5, 2019



Center for Life Management

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, 2015 and 2014

TABLE OF CONTENTS

	<u>PAGE</u>
Independent Auditor's Report	1-2
<u>Financial Statements:</u>	
Consolidated Statements of Financial Position	3
Consolidated Statements of Activities	4
Consolidated Statement of Functional Expenses	5
Consolidated Statements of Cash Flows	6
Notes to Financial Statements	7-15
<u>Supplementary Information:</u>	
Consolidating Statement of Financial Position - 2015	16
Consolidating Statement of Financial Position - 2014	17
Consolidating Statement of Activities - 2015	18
Consolidating Statement of Activities – 2014	19
Analysis of Accounts Receivable	20
Schedule of Program Revenues and Expenses	21
Schedule of Program Expenses	22

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

Report on the Financial Statements

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, 2015 and 2014, 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 audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. 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, 2015 and 2014, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other 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.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 30, 2015, on our consideration of The Mental Health Center for Southern New Hampshire d/b/a/ CLM Center for Life Management and Affiliates internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Mental Health Center for Southern New Hampshire d/b/a/ CLM Center for Life Management and Affiliates internal control over financial reporting and compliance.

Wade White & Assoc., LLC

Essex Junction, Vermont
Registration number VT092.0000684
September 30, 2015

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, 2015 and 2014

ASSETS

	<u>2015</u>	<u>2014</u>
Current assets:		
Cash and cash equivalents	\$ 647,881	\$ 684,160
Restricted cash	130,727	126,842
Accounts receivable, net	958,828	1,174,229
Other receivables	175,301	161,077
Prepaid expenses	<u>30,705</u>	<u>94,950</u>
Total current assets	1,943,442	2,241,258
Property and equipment, net	4,471,171	4,169,523
Finance costs, net	<u>326,872</u>	<u>344,696</u>
Total assets	<u>\$ 6,741,485</u>	<u>\$ 6,755,477</u>

LIABILITIES AND NET ASSETS

Current liabilities:		
Line of credit	\$ 50,000	\$ 125,000
Current portion of long-term debt	359,690	80,000
Accounts payable	115,373	58,476
Accrued payroll and payroll liabilities	225,530	184,022
Accrued vacation	253,277	272,871
Accrued interest	45,710	46,830
Accrued expenses	12,500	44,317
Deferred revenue	<u>7,580</u>	<u>12,000</u>
Total current liabilities	1,069,660	823,516
Long-term-debt less current portion	<u>3,172,543</u>	<u>3,265,000</u>
Total liabilities	4,242,203	4,088,516
Net assets - unrestricted	<u>2,499,282</u>	<u>2,666,961</u>
Total liabilities and unrestricted net assets	<u>\$ 6,741,485</u>	<u>\$ 6,755,477</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, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<u>Public support and revenues:</u>		
Public support:		
Federal	\$ 878,824	\$ 1,065,327
State of New Hampshire - BBH	348,616	222,954
State and local funding	44,901	48,295
Other public support	<u>79,421</u>	<u>31,262</u>
Total public support	1,351,762	1,367,838
Revenues:		
Program service fees, net	10,817,333	10,429,373
Other service income	442,695	464,564
Rental income	32,832	81,374
Other	17,932	51,237
Gain on sale of building	<u>-</u>	<u>80,182</u>
Total revenues	<u>11,310,792</u>	<u>11,106,730</u>
Total public support and revenues	12,662,554	12,474,568
<u>Expenses:</u>		
BBH funded programs:		
Children	3,621,735	3,361,775
Elders	309,461	272,311
Vocational	266,418	234,468
Beaver Lake Lodge	609,790	874,974
Multi-Service	1,574,885	1,550,062
Acute Care	738,219	708,911
Independent Living	1,821,653	1,747,909
Assertive Community Treatment	539,551	459,474
Non-Specialized Outpatient	1,765,576	1,353,207
Non-BBH funded program services	<u>552,935</u>	<u>595,134</u>
Total program expenses	11,800,223	11,158,225
Administrative expenses	<u>1,030,010</u>	<u>1,001,062</u>
Total expenses	<u>12,830,233</u>	<u>12,159,287</u>
Change in net assets	(167,679)	315,281
Net assets, beginning of year	<u>2,666,961</u>	<u>2,351,680</u>
Net assets, end of year	<u>\$ 2,499,282</u>	<u>\$ 2,666,961</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, 2015 and 2014

	2015		2014	
	<u>Program Services</u>	<u>Administrative</u>	<u>Program Services</u>	<u>Administrative</u>
		<u>Total</u>		<u>Total</u>
Personnel costs:				
Salaries and wages	\$ 7,383,172	\$ 644,287	\$ 8,027,459	\$ 644,395
Employee benefits	1,476,883	118,181	1,595,064	98,688
Payroll taxes	534,363	44,585	578,948	46,574
Accounting/audit fees	53,527	5,031	58,558	4,087
Advertising	11,917	783	12,700	1,359
Conferences, conventions and meetings	19,988	17,598	37,586	13,290
Depreciation/amortization	210,673	17,822	228,495	17,433
Equipment maintenance	16,930	1,181	18,111	1,441
Equipment rental	31,633	4,976	36,609	2,978
Insurance	77,358	9,510	86,868	6,366
Interest expense	110,523	16,805	127,328	16,349
Legal fees	54,954	4,041	58,995	5,344
Membership dues	60,345	7,673	68,018	7,181
Occupancy expenses	803,104	23,196	826,300	25,811
Office expenses	210,736	40,425	251,161	34,102
Other expenses	15,390	11,974	27,364	21,771
Other professional fees	363,492	46,799	410,291	44,813
Program supplies	167,173	12,730	179,903	7,205
Travel	198,062	2,413	200,475	1,875
	<u>11,800,223</u>	<u>1,030,010</u>	<u>12,830,233</u>	<u>1,001,062</u>
Administrative allocation	<u>1,030,010</u>	<u>(1,030,010)</u>	<u>-</u>	<u>(1,001,062)</u>
Total expenses	<u>\$ 12,830,233</u>	<u>\$ -</u>	<u>\$ 12,830,233</u>	<u>\$ -</u>
			<u>11,158,225</u>	<u>12,159,287</u>
			<u>1,001,062</u>	<u>(1,001,062)</u>
			<u>\$ 12,159,287</u>	<u>\$ 12,159,287</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, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ (167,679)	\$ 303,281
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation and amortization	228,495	232,032
Gain on sale of building	-	(80,182)
(Increase) decrease in:		
Restricted cash	(3,885)	(2,403)
Accounts receivable, net	215,401	(266,336)
Other receivables	(14,224)	(19,117)
Prepaid expenses	64,245	(32,064)
Increase (decrease) in:		
Accounts payable and accrued expenses	45,874	13,391
Deferred revenue	(4,420)	-
Net cash provided by operating activities	<u>363,807</u>	<u>148,602</u>
 Cash flows from investing activities:		
Proceeds from sale of property	-	200,335
Purchases of property and equipment	(212,319)	(80,833)
Finance costs	-	(5,954)
Net cash provided (used) by investing activities	<u>(212,319)</u>	<u>113,548</u>
 Cash flows from financing activities:		
Net borrowing (payments) on line of credit	(75,000)	125,000
Principal payments on long term debt	(112,767)	(132,189)
Net cash used in financing activities	<u>(187,767)</u>	<u>(7,189)</u>
 Net increase (decrease) in cash and cash equivalents	(36,279)	254,961
 Cash and cash equivalents, beginning of year	<u>684,160</u>	<u>429,199</u>
 Cash and cash equivalents, end of year	<u>\$ 647,881</u>	<u>\$ 684,160</u>
 <u>Supplemental cash flow disclosures:</u>		
Cash paid during the year for interest	<u>\$ 128,448</u>	<u>\$ 130,439</u>
Cash flows from investing and financing activities:		
Purchases of property and equipment with debt	<u>\$ 300,000</u>	<u>\$ -</u>

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, 2015 and 2014

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.

West Rock Endowment Association, Inc. (the "Association") was a title holding company as defined by the Internal Revenue Service, whose sole purpose was to lease its real estate holdings to qualifying exempt organizations. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members. The Association was dissolved in June 2014. Refer to Note 12 for additional information related to the dissolution.

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, West Rock Endowment Association, Inc., 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, West Rock Endowment Association, Inc. 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.

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, 2015 and 2014

Note 2. Basis of accounting and summary of significant accounting policies (continued)

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.

At June 30, 2015 and 2014, 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 \$328,278 and \$371,644 as of June 30, 2015 and 2014, 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

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, 2015 and 2014

Note 2. Basis of accounting and summary of significant accounting policies (continued)

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 \$210,671 and \$207,809 for the years ended June 30, 2015 and 2014, respectively.

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 \$17,824 and \$24,223 for the years ended June 30, 2015 and 2014, 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 MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Notes to Consolidated Financial Statements
June 30, 2015 and 2014

Note 2. Basis of accounting and summary of significant accounting policies (continued)

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.

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.

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 Association was a 501(c)(2) title holding company whose sole purpose is to lease its real estate holdings to qualifying organizations. The Association was dissolved in June 2014.

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.

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, 2015 and 2014

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 2012, 2013 and 2014 are subject to examination by the IRS, generally for three years after filing.

Subsequent events

The Organization has evaluated all subsequent events through September 30, 2015, the date the financial statements were available to be issued.

Note 3. Restricted cash

As of June 30, 2015 and 2014, the Organization had restricted cash of \$130,727 and \$126,842, respectively. The amounts represent cash which is restricted for debt service requirements, as designated by the Series 2006 bonds.

Note 4. Accounts receivable, net

Accounts receivable consist of the following at June 30,:

	2015			2014		
<u>Accounts receivable</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Clients	\$ 459,570	\$ (259,617)	\$ 199,953	\$ 534,588	\$ (313,184)	\$ 221,404
Insurance companies	156,913	(11,147)	145,766	131,465	(4,734)	126,731
Medicaid	439,326	(28,380)	410,946	602,084	(17,788)	584,296
Medicare	<u>231,297</u>	<u>(29,134)</u>	<u>202,163</u>	<u>277,736</u>	<u>(35,938)</u>	<u>241,798</u>
	<u>\$1,287,106</u>	<u>\$ (328,278)</u>	<u>\$ 958,828</u>	<u>\$1,545,873</u>	<u>\$ (371,644)</u>	<u>\$ 1,174,229</u>
 <u>Other receivables</u>				<u>2015</u>		<u>2014</u>
Towns			\$	22,000	\$	19,500
NH Division of Mental Health				42,802		68,582
Workers comp refund				18,545		-
Miscellaneous				<u>91,954</u>		<u>72,995</u>
				<u>\$ 175,301</u>		<u>\$ 161,077</u>

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, 2015 and 2014

Note 5. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

	<u>2015</u>	<u>2014</u>
Receivables primarily for services provided to individuals and entities located in southern New Hampshire	\$ <u>958,828</u>	\$ <u>1,174,299</u>
Other receivables due from entities located in New Hampshire	\$ <u>175,301</u>	\$ <u>161,077</u>

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2015 and 2014, the Organization had approximately \$129,900 and \$96,000 in uninsured cash balances.

Note 6. Property

Property and equipment consists of the following at June 30:

	<u>2015</u>	<u>2014</u>
Land	\$ 632,418	\$ 632,418
Buildings and improvements	4,588,596	4,175,624
Automobiles	93,388	93,388
Equipment	<u>1,521,166</u>	<u>1,401,055</u>
	6,835,568	6,302,485
Less: accumulated depreciation	<u>(2,375,076)</u>	<u>(2,169,493)</u>
	4,460,492	4,132,992
Construction in progress	<u>10,680</u>	<u>36,531</u>
Property and equipment, net	\$ <u>4,471,172</u>	\$ <u>4,169,523</u>

Note 7. Line of credit

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.

As of June 30, 2014, 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, 2014, 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, 2014 was \$125,000. The line of credit is secured by all business assets and real estate.

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, 2015 and 2014

Note 8. Long term debt

Long term debt consists of the following as of June 30,:

	<u>2015</u>	<u>2014</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 to Centrix Bank December 2011 at 2.80% per annum. Refinanced July 2015, refer to Note 13.	<u>3,265,000</u>	<u>3,345,000</u>
Total long term debt	3,532,233	3,345,000
Less: current portion of long term debt	<u>(359,690)</u>	<u>(80,000)</u>
Long term debt, less current portion	<u>\$ 3,172,543</u>	<u>\$ 3,265,000</u>

Refer to Note 13 for discussion regarding the future maturities of long term debt.

In accordance with the Series 2006 bond issuance, there is a ten-year letter of credit commitment (currently with People's United Bank) to support the tax-exempt bonds issue. An 0.85% fee on the outstanding letter of credit balance is required. During the years ending June 30, 2015 and 2014, fees were incurred on the outstanding letter of credit, which are included in interest expense.

Note 9. 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 \$93,560 and \$61,383 for the years ending June 30, 2015 and 2014, respectively.

Note 10. 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 expiring May 31, 2016, with two one-year automatic renewal options. 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
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Notes to Consolidated Financial Statements
June 30, 2015 and 2014

Note 10. 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, 2015 and 2014, the Agency received approximately 60% and 58%, 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 11. Lease commitments

The Agency leases facilities under various operating leases. Rent expense recorded under these arrangements was approximately \$106,000 and \$63,000 for the years ended June 30, 2015 and 2014, 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, 2015:

<u>Year ending June 30,</u>	
2016	\$ 137,830
2017	135,184
2018	135,184
2019	135,184
2020	<u>135,184</u>
Total	<u>\$ 678,566</u>

Note 12. Dissolution

The Board of Directors of West Rock Endowment Association, Inc. executed a Statement of Dissolution effective June 25, 2014. The Statement of Dissolution included a provision that all remaining assets be distributed to the related 501(c)(3) organization, The Mental Health Center for Southern New Hampshire, d/b/a/ CLM Center for Life Management.

In accordance with FASB Accounting Standards Codification section 860, the distribution of the remaining assets is accounted for as a sale of financial assets in which a gain or loss is recognized in an amount equal to the assets transferred, net of any liabilities assumed.

The resulting transfer resulted in cash of \$205,123 being transferred from the Association to CLM. For the year ending June 30, 2014, the transfer is reported as part of other revenue for CLM and non-BBH funded program services expense for the Association. The amounts are appropriately eliminated in consolidation.

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, 2015 and 2014

Note 13. Subsequent event - bond refinancing

During July 2015, the Organization refinanced the Series 2006 Bonds through the issuance of Series 2015 New Hampshire Health and Education Facilities Bonds in the amount of \$3,042,730. The Series 2015 bonds are payable in monthly principal and interest installments, and mature August 2036.

The bonds are secured by land, building, equipment, and certain revenues. The Organization is subject to certain financial covenants required by the bonds.

As part of the refinancing, the Organization entered into an interest rate swap agreement effective July 23, 2015 with People's United Bank (the "Bank") that effectively fixes the interest rate on the outstanding principal of the Series 2015 Bonds at 3.045%. The arrangement matures August 1, 2025.

Future maturities to long term debt, based on the refinanced bonds, are as follows:

<u>Year ending June 30,</u>	
2016	\$ 359,690
2017	161,721
2018	166,078
2019	170,494
2020	129,437
Thereafter	<u>2,544,813</u>
Total	<u>\$ 3,532,233</u>

The payments for 2016 include the following bond paydowns associated with the bond refinancing in July 2015:

- \$85,000 - Scheduled principal payment on Series 2006 Bonds
- \$137,270 - Additional paydown of bond principal as part of refinancing

Note 14. Prior period adjustment

During the year ending June 30, 2015, the Organization noted remaining funds on a grant had not been accounted for correctly.

The following summarizes the changes for the year ended June 30, 2014:

<u>Statement of financial position:</u>	
Increase in deferred revenue	\$ 12,000
Decrease in net assets	\$ (24,000)
 <u>Statement of activities and changes in net assets:</u>	
Increase in public support - Federal	\$ 12,000

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, 2015

	Center for Life Management	West Rock Endowment	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

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Position
June 30, 2014

	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
<u>ASSETS</u>						
Current assets:						
Cash and cash equivalents	\$ 559,850	\$ -	\$ 124,310	\$ 684,160	\$ -	\$ 684,160
Restricted cash	126,842	-	-	126,842	-	126,842
Accounts receivable, net	1,174,229	-	-	1,174,229	-	1,174,229
Other receivables	161,077	-	-	161,077	-	161,077
Prepaid expenses	94,950	-	-	94,950	-	94,950
Total current assets	2,116,948	-	124,310	2,241,258	-	2,241,258
Property and equipment, net	4,169,523	-	-	4,169,523	-	4,169,523
Finance costs, net	344,696	-	-	344,696	-	344,696
Total assets	<u>\$ 6,631,167</u>	<u>\$ -</u>	<u>\$ 124,310</u>	<u>\$ 6,755,477</u>	<u>\$ -</u>	<u>\$ 6,755,477</u>

LIABILITIES AND NET ASSETS

Current liabilities:						
Line of credit	\$ 125,000	\$ -	\$ -	\$ 125,000	\$ -	\$ 125,000
Current portion of long-term debt	80,000	-	-	80,000	-	80,000
Accounts payable	58,476	-	-	58,476	-	58,476
Accrued payroll and payroll liabilities	184,022	-	-	184,022	-	184,022
Accrued vacation	272,871	-	-	272,871	-	272,871
Accrued interest	46,830	-	-	46,830	-	46,830
Accrued expenses	44,317	-	-	44,317	-	44,317
Deferred revenue	12,000	-	-	12,000	-	12,000
Total current liabilities	823,516	-	-	823,516	-	823,516
Long-term-debt less current portion	3,265,000	-	-	3,265,000	-	3,265,000
Total liabilities	4,088,516	-	-	4,088,516	-	4,088,516
Net assets - unrestricted	2,542,651	-	124,310	2,666,961	-	2,666,961
Total liabilities and unrestricted net assets	<u>\$ 6,631,167</u>	<u>\$ -</u>	<u>\$ 124,310</u>	<u>\$ 6,755,477</u>	<u>\$ -</u>	<u>\$ 6,755,477</u>

See Independent Auditor's Report

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, 2015

	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
Public support and revenues:						
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
Expenses:						
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
Loss from transfer of assets	-	-	-	-	-	-
Total expenses and losses	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

See Independent Auditor's Report

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, 2014

	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
<u>Public support and revenues:</u>						
Public support:						
Federal	\$ 1,065,327	\$ -	\$ -	\$ 1,065,327	\$ -	\$ 1,065,327
State of New Hampshire - BBH	222,954	-	-	222,954	-	222,954
State and local funding	48,295	-	-	48,295	-	48,295
Other public support	31,262	-	-	31,262	-	31,262
Total public support	1,367,838	-	-	1,367,838	-	1,367,838
Revenues:						
Program service fees, net	10,429,373	-	-	10,429,373	-	10,429,373
Other service income	464,564	-	-	464,564	-	464,564
Rental income	81,374	22,500	-	103,874	(22,500)	81,374
Other	16,268	83	34,886	51,237	-	51,237
Gain on sale of building	-	80,182	-	80,182	-	80,182
Gain from transfer of assets	237,150	-	-	237,150	(237,150)	-
Total revenues	11,228,729	102,765	34,886	11,366,380	(259,650)	11,106,730
Total public support and revenues	12,596,567	102,765	34,886	12,734,218	(259,650)	12,474,568
<u>Expenses:</u>						
BBH funded programs:						
Children	3,361,775	-	-	3,361,775	-	3,361,775
Elders	272,311	-	-	272,311	-	272,311
Vocational	234,468	-	-	234,468	-	234,468
Beaver Lake Lodge	874,974	-	-	874,974	-	874,974
Multi-Service	1,550,062	-	-	1,550,062	-	1,550,062
Acute Care	708,911	-	-	708,911	-	708,911
Independent Living	1,747,909	-	-	1,747,909	-	1,747,909
Assertive Community Treatment	459,474	-	-	459,474	-	459,474
Non-Specialized Outpatient	1,353,207	-	-	1,353,207	-	1,353,207
Total BBH funded program services	569,745	11,556	36,333	617,634	(22,500)	595,134
Total program expenses	11,132,836	11,556	36,333	11,180,725	(22,500)	11,158,225
Administrative expenses	1,001,062	-	-	1,001,062	-	1,001,062
Total expenses	12,133,898	11,556	36,333	12,181,787	(22,500)	12,159,287
Loss from transfer of assets	-	237,150	-	237,150	(237,150)	-
Total expenses and losses	12,133,898	248,706	36,333	12,418,937	(259,650)	12,159,287
Change in net assets	462,669	(145,941)	(1,447)	315,281	-	315,281
Net assets, beginning of year	2,079,982	145,941	125,757	2,351,680	-	2,351,680
Net assets, end of year	\$ 2,542,651	\$ -	\$ 124,310	\$ 2,666,961	\$ -	\$ 2,666,961

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Analysis of Accounts Receivable
For the Year Ended June 30, 2015

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	\$ 534,588	\$ 1,482,635	\$ (387,577)	\$ (1,170,076)	\$ -	\$ 459,570
Insurance companies	131,465	2,031,513	(539,471)	(1,466,594)	-	156,913
Medicaid	602,084	8,990,465	(1,411,009)	(7,742,214)	-	439,326
Medicare	277,736	788,145	(307,368)	(527,216)	-	231,297
Allowance	(371,644)	-	-	-	43,366	(328,278)
Total	\$ 1,174,229	\$ 13,292,758	\$ (2,645,425)	\$ (10,906,100)	\$ 43,366	\$ 958,828

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, 2015

	Children	Elders	Vocational	Beaver Lake Lodge	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	non-Specialized Outpatient	Other Non-BBH	Total Program Services	Admin-istrative	Total Agency
Public support and revenues:													
Public support:													
Federal	\$ 6,105	\$ -	\$ -	\$ 163,480	\$ 30,605	\$ -	\$ 677,529	\$ 1,105	\$ -	\$ -	\$ 878,824	\$ -	\$ 878,824
State of New Hampshire - BBH	1,770	-	-	-	-	121,846	-	225,000	-	-	348,616	-	348,616
State and local funding	14,970	-	-	-	-	-	-	-	14,983	14,948	44,901	-	44,901
Other public support	9,892	-	-	-	14,921	-	23,620	8,598	-	10,520	67,551	-	67,551
Total public support	32,737	-	-	163,480	45,526	121,846	701,149	234,703	14,983	25,468	1,339,892	-	1,339,892
Revenues:													
Program service fees, net	4,306,076	379,336	227,872	339,042	2,089,244	304,979	1,135,615	437,093	1,246,063	352,013	10,817,333	-	10,817,333
Other service income	75,183	10,422	-	-	-	278,040	-	-	28,002	51,048	442,695	-	442,695
Rental income	824	-	-	29,197	1,006	798	208	-	798	1	37,832	-	32,832
Other	1,754	522	19	90	1,496	9	3,344	1,086	7,021	214	15,555	2,377	17,932
Total revenues	4,383,837	390,280	227,891	368,329	2,091,746	583,826	1,139,167	438,179	1,281,884	403,276	11,308,415	2,377	11,310,792
Total public support and revenues	4,416,574	390,280	227,891	531,809	2,137,272	705,672	1,840,316	672,882	1,296,867	428,744	12,648,307	2,377	12,650,684
Total program expenses	3,937,929	336,480	289,679	663,031	1,712,390	802,674	1,980,704	586,659	1,919,730	598,039	12,827,315	-	12,827,315
Net	\$ 478,645	\$ 53,800	\$ (61,788)	\$ (131,222)	\$ 424,882	\$ (97,002)	\$ (140,388)	\$ 86,223	\$ (622,863)	\$ (169,295)	\$ (179,008)	\$ 2,377	\$ (176,631)

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, 2015

	Children	Elders	Vocational	Beaver Lake Lodge	Multi-Service	Acute Case	Independent Living	Assertive Community Treatment	non-Specialized Outpatient	Other Non-BBH	Total Program Services	Admin-istrative	Total Agency
Personnel costs:													
Salaries and wages	\$ 2,344,831	\$ 214,577	\$ 170,604	\$ 352,877	\$ 1,015,318	\$ 544,047	\$ 816,087	\$ 331,167	\$ 1,257,285	\$ 336,379	\$ 7,383,172	\$ 644,287	\$ 8,027,459
Employee benefits	504,184	41,851	47,017	64,135	239,598	49,493	205,473	81,285	192,994	50,863	1,476,883	118,181	1,595,064
Payroll taxes	170,722	15,671	11,742	26,028	72,791	40,379	58,407	23,478	91,896	23,249	534,363	44,585	578,948
Accounting/audit fees	16,318	1,516	1,474	3,285	8,257	3,287	8,255	3,179	7,304	406	53,281	5,031	58,312
Advertising	3,571	181	285	343	1,368	1,402	1,362	423	2,855	127	11,917	783	12,700
Conferences, conventions and meetings	4,189	502	496	850	3,021	668	3,803	3,122	2,332	1,005	19,988	17,598	37,586
Depreciation/amortization	64,527	5,986	5,826	10,476	33,897	13,002	33,888	12,567	28,905	1,599	210,673	17,822	228,495
Equipment maintenance	4,275	397	386	2,669	2,745	861	2,744	833	1,915	105	16,930	1,181	18,111
Equipment rental	13,063	498	-	1,008	4,580	4,282	1,568	-	5,676	958	31,633	4,976	36,609
Insurance	22,608	2,097	2,041	5,169	14,083	4,555	11,716	4,403	10,127	559	77,358	9,510	86,868
Interest expense	33,824	3,138	3,054	6,033	17,497	6,815	17,584	6,588	15,152	838	110,523	16,805	127,328
Legal fees	14,610	1,355	1,318	3,107	9,301	2,948	7,285	8,095	6,556	379	54,954	4,041	58,995
Membership dues	9,854	1,076	902	1,850	5,864	3,278	18,914	1,910	3,989	12,708	60,345	7,673	68,018
Occupancy expenses	134,580	5,125	545	50,838	38,443	13,229	484,992	3,174	47,411	24,095	802,432	23,196	825,628
Office expenses	66,313	3,789	2,777	11,773	31,078	17,119	26,958	9,579	32,429	8,921	210,736	40,425	251,161
Other expenses	4,071	221	182	668	2,232	1,030	1,609	1,813	2,118	1,196	15,140	11,974	27,114
Other professional fees	108,410	9,100	8,819	28,873	55,650	20,357	55,943	18,988	47,556	8,046	361,742	46,799	408,541
Program supplies	21,878	1,641	794	32,071	11,819	2,819	8,580	2,500	6,706	78,365	167,173	12,730	179,903
Travel	79,907	740	8,156	7,737	7,353	8,648	56,485	26,447	2,370	219	198,062	2,413	200,475
Administrative allocation	3,621,735	309,461	266,418	609,790	1,574,885	738,219	1,821,653	539,551	1,765,576	550,017	11,797,305	1,030,010	12,827,315
	316,194	27,019	23,261	53,241	137,505	64,455	159,051	47,108	154,154	48,022	1,030,010	(1,030,010)	-
Total program expenses	\$ 3,937,929	\$ 336,480	\$ 289,679	\$ 663,031	\$ 1,712,390	\$ 802,674	\$ 1,980,704	\$ 586,659	\$ 1,919,730	\$ 598,039	\$ 12,827,315	\$ -	\$ 12,827,315

See Independent Auditor's Report



**BOARD OF DIRECTORS* FY2016
03-23-16**

JULY 1, 2015 TO JUNE 30, 2018

CHAIRPERSON

Ron Lague

VICE CHAIRPERSON

Elizabeth Roth

SECRETARY

Judi Ryan

Gail Corcoran

Philip Plante

Jeffrey Rind, MD

PRESIDENT & CEO

Vic Topo

JULY 1, 2013 TO JUNE 30, 2016

Susan Davis

Vernon Thomas

JULY 1, 2014 – JUNE 30, 2017

Kurt Simione

Roger Konstant

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

1999 – Present

President/Chief Executive Officer

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 - SFY 2017

NH Department of Health and Human Services

Contractor Name: The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management

NAME	JOB TITLE	FTEs	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Vic Topo	President/Chief Executive Officer	1	\$152,000	32.00%	\$48,640.00
Michael J. Bergeron	Vice President/Chief Financial Officer	1	\$126,000	32.00%	\$40,320.00
Isabel Norian, MD	Medical Director	0.75	\$146,492	32.00%	\$46,877.44
Steve Arnault	Vice President of Clinical Service & QA	1	\$107,000	32.00%	\$34,240.00
			\$0	0.00%	\$0.00
			\$0	0.00%	\$0.00
TOTAL SALARIES					\$170,077.44