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

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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July 6, 2018

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Mental Health Services, formally Behavioral Health Services, to amend the Center for Life Management contract, which is one (1) of the ten (10) **sole source** agreements below by adding Children's Assertive Community Treatment (ACT) Wraparound services to the scope of services and by increasing the price limitation by \$5,000 from \$12,829,412 to \$12,834,412, with no change to the completion date of June 30, 2019, effective upon Governor and Executive Council approval. Funds are, 100% General Funds.

Vendor	Vendor Number	Location	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget	G&C Approval
The Mental Health Center for Southern NH, dba CLM Center for Life Management	174116	Derry	\$778,122	\$5,000	\$783,122	O: 06/21/17 Late Item: A
Northern Human Services	177222	Conway	\$783,118	\$0.00	\$783,118	O: 06/21/17 Late Item: A
West Central Services DBA West Central Behavioral Health	177654	Lebanon	\$661,922	\$0.00	\$661,922	O: 06/21/17 Late Item: A
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480	Laconia	\$673,770	\$0.00	\$673,770	O: 06/21/17 Late Item: A
Riverbend Community Mental Health, Inc.	177192	Concord	\$853,346	\$0.00	\$853,346	O: 06/21/17 Late Item: A
Monadnock Family Services	177510	Keene	\$806,720	\$0.00	\$806,720	O: 06/21/17 Late Item: A
Community Council of Nashua, NH, DBA Greater Nashua Mental Health Center at Community Council	154112	Nashua	\$2,461,738	\$0.00	\$2,461,738	O: 09/13/17 Item: 15
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester	\$3,394,980	\$0.00	\$3,394,980	O: 06/21/17 Late Item: A
Seacoast Mental Health Center, Inc.	174089	Portsmouth	\$1,771,070	\$0.00	\$1,771,070	O: 06/21/17 Late Item: A
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278	Dover	\$644,626	\$0.00	\$644,626	O: 06/21/17 Late Item: A
<b>Totals:</b>			<b>\$12,829,412</b>	<b>\$5,000</b>	<b>\$12,834,412</b>	

Funds to support this request are available in State Fiscal Year 2019.

**Please see attached financial details sheet**

**EXPLANATION**

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

The purpose of this request is to expand the services provided by (CLM) Center for Life Management, to include Children's Assertive Community Treatment (ACT) Wraparound services. Services are provided to youth diagnosed with a Serious Emotional Disturbance (SED). The population served is identified youth with complex behavioral health needs that face a range of challenges and are at risk for poor health and education outcomes. Youth eligible to receive services are more likely to have difficulty forming friendships, drop out of school, enter into juvenile justice system and attempt suicide, than children/youth that are not balancing the daily challenges of having an SED. Youth with complex behavioral health needs, especially those served in out-of-home placements such as foster and/or residential care are often taking more than one psychotropic medication, putting children at increased risk for adverse side effects that could negatively impact their physical health.

Children/youth are often served by, or come into contact with, multiple state and local agencies, such as: Medicaid, social service agencies, child welfare agencies, behavioral health agencies, juvenile justice systems, schools and other education organizations. Services to be provided are intensive community based that are family driven, youth guided and in alignment with RSA 135:F, System of Care Law. Each child's ACT team will include a nurse, psychiatrist, case management, functional support specialist and master's level clinicians. Visits are provided in an array of locations that meet the child and family's needs.

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~~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.~~

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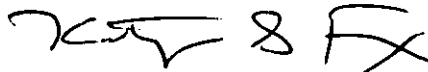
Should Governor and Executive Council determine not to approve this request, children with SED may not have access to intensive level treatment needed to support their mental health and emotional needs. Without ACT wraparound services such youth may have difficulty forming friendships, have decreased school attendance, increased suicide attempts and are at higher risk of entering into the juvenile justice system. Additionally youth who are prescribed multiple psychotropic medications may have an increase in adverse side effects that could impact their physical health, as such increasing the need for ACT services in order to maintain the safety of the youth and the community.

Area served: Statewide.

Source of funds: 100% General Funds.

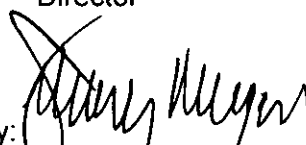
In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

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

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

CFDA # 93.778  
FAIN 1705NH5MAP  
Vendor # 177222

**Northern Human Services**

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	TBD	379,249	-	379,249
2019	102/500731	Contracts for Program Services	TBD	379,249	-	379,249
Sub Total				758,498	-	758,498

**West Central Svcs, Inc., DBA West Behavioral Health**

Vendor # 177654

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	TBD	322,191	-	322,191
2019	102/500731	Contracts for Program Services	TBD	322,191	-	322,191
Sub Total				644,382	-	644,382

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

Vendor # 154480

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	TBD	328,115	-	328,115
2019	102/500731	Contracts for Program Services	TBD	328,115	-	328,115
Sub Total				656,230	-	656,230

**Riverbend Community Mental Health, Inc.**

Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	TBD	381,653	-	381,653
2019	102/500731	Contracts for Program Services	TBD	381,653	-	381,653
Sub Total				763,306	-	763,306

**Monadnock Family Services**

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	TBD	357,590	-	357,590
2019	102/500731	Contracts for Program Services	TBD	357,590	-	357,590
Sub Total				715,180	-	715,180

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	TBD	1,183,799	-	1,183,799
2019	102/500731	Contracts for Program Services	TBD	1,183,799	-	1,183,799
Sub Total				2,367,598	-	2,367,598

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	TBD	1,646,829	-	1,646,829
2019	102/500731	Contracts for Program Services	TBD	1,646,829	-	1,646,829
Sub Total				3,293,658	-	3,293,658

Seacoast Mental Health Center, Inc. Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	TBD	746,765	-	746,765
2019	102/500731	Contracts for Program Services	TBD	746,765	-	746,765
Sub Total				1,493,530	-	1,493,530

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	TBD	313,543	-	313,543
2019	102/500731	Contracts for Program Services	TBD	313,543	-	313,543
Sub Total				627,086	-	627,086

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	TBD	350,791	-	350,791
2019	102/500731	Contracts for Program Services	TBD	350,791	-	350,791
Sub Total				701,582	-	701,582
<b>SUB TOTAL</b>				<b>12,021,050</b>	<b>-</b>	<b>12,021,050</b>

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

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

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

**Northern Human Services**

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
Sub Total				10,000	-	10,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
Sub Total				10,000	-	10,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
Sub Total				10,000	-	10,000

**Riverbend Community Mental Health, Inc.** Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
Sub Total				10,000	-	10,000

**Monadnock Family Services** Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
Sub Total				10,000	-	10,000

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
Sub Total				10,000	-	10,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
Sub Total				10,000	-	10,000

Seacoast Mental Health Center, Inc. Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
Sub Total				10,000	-	10,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
Sub Total				10,000	-	10,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
Sub Total				10,000	-	10,000
<b>SUB TOTAL</b>				<b>100,000</b>	<b>-</b>	<b>100,000</b>

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

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

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

**Northern Human Services**

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053	4,000	-	4,000
2019	102/500731	Contracts for Program Services	92102053	-	-	-
		Sub Total		4,000	-	4,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053	-	-	-
2019	102/500731	Contracts for Program Services	92102053	4,000	-	4,000
		Sub Total		4,000	-	4,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053	-	-	-
2019	102/500731	Contracts for Program Services	92102053	4,000	-	4,000
		Sub Total		4,000	-	4,000

**Riverbend Community Mental Health, Inc.** Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053	-	-	-
2019	102/500731	Contracts for Program Services	92102053	4,000	-	4,000
		Sub Total		4,000	-	4,000

**Monadnock Family Services** Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053	-	-	-
2019	102/500731	Contracts for Program Services	92102053	4,000	-	4,000
		Sub Total		4,000	-	4,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053	4,000	-	4,000
2019	102/500731	Contracts for Program Services	92102053	-	-	-
		Sub Total		4,000	-	4,000



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

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053	4,000	-	4,000
2019	102/500731	Contracts for Program Services	92102053	-	-	-
Sub Total				4,000	-	4,000

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

Vendor # 177278

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053	-	-	-
2019	102/500731	Contracts for Program Services	92102053	4,000	-	4,000
Sub Total				4,000	-	4,000

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

Vendor # 174116

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053	4,000	-	4,000
2019	102/500731	Contracts for Program Services	92102053	-	5,000	5,000
Sub Total				4,000	5,000	9,000
<b>SUB TOTAL</b>				<b>36,000</b>	<b>5,000</b>	<b>41,000</b>

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

CFDA #  
FAIN

N/A  
N/A

Northern Human Services

Vendor # 177222

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	550/500398	Contracts for Program Services	42105824	5,310	-	5,310
2019	550/500398	Contracts for Program Services	42105824	5,310	-	5,310
Sub Total				10,620	-	10,620

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
Sub Total				3,540	-	3,540

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

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

Vendor # 154480

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
Sub Total				3,540	-	3,540

Riverbend Community Mental Health, Inc.

Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
Sub Total				3,540	-	3,540

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
Sub Total				3,540	-	3,540

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

Vendor # 154112

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
Sub Total				3,540	-	3,540

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	550/500398	Contracts for Program Services	42105824	3,540	-	3,540
2019	550/500398	Contracts for Program Services	42105824	3,540	-	3,540
Sub Total				7,080	-	7,080

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

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
		Sub Total		3,540	-	3,540

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

Vendor # 177278

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
		Sub Total		3,540	-	3,540

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

Vendor # 174116

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
		Sub Total		3,540	-	3,540
		<b>SUB TOTAL</b>		<b>46,020</b>	-	<b>46,020</b>

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

CFDA #  
FAIN

93.150  
SM016030-14

Riverbend Community Mental Health, Inc.

Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	42307150	36,250	-	36,250
2019	102/500731	Contracts for Program Services	42307150	36,250	-	36,250
		Sub Total		72,500	-	72,500

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	42307150	37,000	-	37,000
2019	102/500731	Contracts for Program Services	42307150	37,000	-	37,000
		Sub Total		74,000	-	74,000

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

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	42307150	40,300	-	40,300
2019	102/500731	Contracts for Program Services	42307150	40,300	-	40,300
		Sub Total		80,600	-	80,600

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	42307150	40,121	-	40,121
2019	102/500731	Contracts for Program Services	42307150	40,121	-	40,121
		Sub Total		80,242	-	80,242

Seacoast Mental Health Center, Inc. Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	42307150	25,000	-	25,000
2019	102/500731	Contracts for Program Services	42307150	25,000	-	25,000
		Sub Total		50,000	-	50,000

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

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	42307150	29,500	-	29,500
2019	102/500731	Contracts for Program Services	42307150	29,500	-	29,500
		Sub Total		59,000	-	59,000
		<b>SUB TOTAL</b>		<b>416,342</b>	-	<b>416,342</b>

05-95-92-920510-3380, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES  
2% General Funds, 98% Federal Funds  
CFDA # 93.959  
FAIN T1010035

Seacoast Mental Health Center, Inc. Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92056502	70,000	-	70,000
2019	102/500731	Contracts for Program Services	92056502	70,000	-	70,000
		SUB TOTAL		140,000	-	140,000

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS  
100% Federal Funds  
CFDA # 93.043  
FAIN 17AANHT3PH

Seacoast Mental Health Center, Inc. Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	48108462	35,000	-	35,000
2019	102/500731	Contracts for Program Services	48108462	35,000	-	35,000
		SUB TOTAL		70,000	-	70,000
		<b>TOTAL</b>		<b>12,829,412</b>	<b>5,000</b>	<b>12,834,412</b>



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

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

This 1<sup>st</sup> Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #1") dated this 24 day of May, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center for Southern New Hampshire, dba CLM Center for Life Management, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 10 Tsienneto Road, Derry N.H. 03038.

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

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 4 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of services to include Children's Assertive Community Treatment (ACT) Wraparound services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

\$783,122.

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

E. Maria Reinemann, Esq., Director of Contracts and Procurement.

3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

603-271-9330.

4. Exhibit A, Scope of Services, Section 26, Scope of Work, to read:

**26. Children's Assertive Community Treatment (ACT) Wraparound Services**

26.1. The Contractor shall provide intensive community based services to children diagnosed with a serious emotional disturbance (SED), with priority given to those children who also:

26.1.1. Have a history of psychiatric hospitalization or repeated visits to hospital emergency departments for psychiatric crisis.

26.1.2. Are at risk for residential placement.

26.1.3. Present with significant ongoing difficulties at school.

26.1.4. Are at risk of interaction with law enforcement.

26.2. The Contractor shall provide Children's Assertive Community Treatment (ACT) Wraparound services through a full array of services, as defined in Administrative Rule He-M 426, which include but are not limited to:

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



- 26.2.1. Functional Support Services (FSS).
- 26.2.2. Individual and family therapy.
- 26.2.3. Medication services.
- 26.2.4. Targeted case management (TCM) services.
- 26.2.5. Supported education.
- 26.3. Coordination of other services needed for children and families whose needs exceed the identified Children's ACT Wraparound team service array. The Contractor shall:
  - 26.3.1. Work directly with FAST Forward staff to purchase services that the Contractor either does not provide or is not certified to provide.
  - 26.3.2. Coordinate and purchase services through the FAST Forward program, as appropriate.
- 26.4. The Contractor shall use the Child and Adolescent Needs and Strengths (CANS) assessment to determine who will most benefit from Children's ACT Wraparound services. Populations served are children and adolescents who currently receive community based services due to having one or more of the following:
  - 26.4.1. One psychiatric hospitalization within the last year.
  - 26.4.2. Two or more hospital emergency department visits for psychiatric reasons within the last year.
  - 26.4.3. Greater than 30 inpatient days at New Hampshire Hospital (NHH) or the Anna Philbrook Center as a single admission or as a result of multiple admissions within the last year.
  - 26.4.4. A clinical determination indicating a significant risk for hospitalization at NHH for a period exceeding 30 days.
  - 26.4.5. Involvement with law enforcement and/or the juvenile justice system.
  - 26.4.6. Difficulty at school with no benefit from receiving current treatment approaches and/or being at risk for out of home placement.
- 26.5. The Contractor shall address adolescent substance abuse using one or more of the following tools:
  - 26.5.1. The Car, Relax, Alone, Family, Friends, Trouble (CRAFT) screening tool for individuals age twelve (12) years and older, which consists of six (6) screening questions as established by the Center for Adolescent Substance Abuse Research (CeASAR) at Children's Hospital Boston.
  - 26.5.2. The Global Appraisal of Individual Needs – Short Screener (GAIN-SS) used by school based clinicians for clients referred for substance misuse.
  - 26.5.3. Early recovery sessions at Pinkerton Academy.
  - 26.5.4. Drug Contracts for students who have violated the school substance abuse policy at Londonderry High School.
- 26.6. The Contractor shall work with children and families who have substance abuse issues by:



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

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- 26.6.1. Using motivational interviewing when meeting with youth to assess readiness for change.
  - 26.6.2. Using the family system approach to familial predisposition to substance misuse and mental illness when evident.
  - 26.6.3. Addressing stages of change and level of addiction.
  - 26.6.4. Using harm reduction approach when the client is not able to stop but is willing to reduce use.
  - 26.6.5. Discussing relapse prevention throughout treatment with both the youth and his/her family members.
  - 26.6.6. Providing family education to parents in order to educate them on the level of addiction and the stages of change.
  - 26.6.7. Addressing physiological and psychological effects of use with both clients and their parents.
  - 26.6.8. Using all approaches in Section 2.5.1 through Section 2.5.7 in individual, group and family therapy sessions.
- 26.7. The Contractor shall form a multidisciplinary team that shall be comprised of:
- 26.7.1. A nurse.
  - 26.7.2. A psychiatrist.
  - 26.7.3. Case managers.
  - 26.7.4. Functional support specialists.
  - 26.7.5. Master's level clinicians.
  - 26.7.6. Parents, youth and other natural supports, as defined by the family, must be included as full partners, and the team may include an individual trained in Rehabilitation for Empowerment, Natural Supports, Education and Work (RENEW).
- 26.8. The Contractor shall ensure Children's ACT Wraparound teams have:
- 26.8.1. Linkages with NH Vocational Rehabilitation for transition aged young adults.
  - 26.8.2. Staff with expertise in providing substance abuse treatment.
  - 26.8.3. Expertise in best practice treatments, such as Trauma Focused Cognitive Behavioral Therapy (TF-CBT), and Evidence Based Supported Education.
- 26.9. The Contractor shall provide Children's ACT Wraparound services that include an array of community mental health services with teams that oversee other community and natural supports in order to most effectively support the child and the family in the community in a culturally competent manner. The Contractor shall:
- 26.9.1. Conduct and facilitate weekly Children's ACT Wraparound Team meetings for communicating client and family needs and discussing client progress.
  - 26.9.2. Train staff to the model and fidelity of Children's ACT Wraparound Services, which shall include but not be limited to:



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Mental Health Services Contract**

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- 26.9.2.1. Use of electronic health record.
- 26.9.2.2. Preliminary exposure to fidelity for ACT, RENEW, Wraparound and various clinical interventions.
- 26.9.2.3. Ongoing training for program specific needs for the first quarter and throughout the duration of the program for clinical interventions.
- 26.9.3. Provide adolescent and family services that include, but are not limited to:
  - 26.9.3.1. Individual, group and family therapy.
  - 26.9.3.2. Targeted Case management.
  - 26.9.3.3. Medication evaluation and management.
  - 26.9.3.4. Trauma-focused cognitive-behavioral therapy (TF-CBT).
  - 26.9.3.5. Helping the non-compliant child therapy (HNC).
  - 26.9.3.6. Child, parent psychotherapy.
  - 26.9.3.7. Connect!.
  - 26.9.3.8. Youth Mental Health First Aid.
  - 26.9.3.9. Rehabilitation for empowerment, natural supports, education and work (RENEW).
  - 26.9.3.10. InSHAPE.
  - 26.9.3.11. Evaluation and treatment of substance abuse.
  - 26.9.3.12. Community functional support services.
  - 26.9.3.13. Family support and education.
  - 26.9.3.14. Child impact program for families going through divorce.
  - 26.9.3.15. Journey program for teens transitioning to adulthood.
  - 26.9.3.16. Co-parenting.
  - 26.9.3.17. Parenting coordination.
- 26.9.4. Ensure participants receive eight (8) to ten (10) hours of service per week with more intensive services for the first twelve (12) weeks of enrollment, which may include, but is not limited to:
  - 26.9.4.1. One (1) to two (2) hours of individual therapy per week.
  - 26.9.4.2. One (1) hour of family therapy per week.
  - 26.9.4.3. One (1) to two (2) hours of group therapy per week.
  - 26.9.4.4. Four (4) to six (6) hours of community based functional support services.
  - 26.9.4.5. Targeted case management as needed.
  - 26.9.4.6. Medication evaluation and management as needed.
- 26.9.5. Utilize the appropriate Evidence Based Practice (EBP) to address psychiatric conditions, including trauma, as determined necessary, which





may include but is not limited to:

- 26.9.5.1. Trauma-Focused Cognitive Behavioral Therapy (TF-CBT).
- 26.9.5.2. Helping the Non-Compliant Child (HNC).
- 26.9.5.3. Child-Parent Psychotherapy (CPP).
- 26.9.5.4. Dialectical Behavioral Therapy (DBT).
- 26.9.5.5. Connect! Trained and Trainer.
- 26.9.5.6. Youth Mental Health First Aid (MHFA).
- 26.9.5.7. RENEW.
- 26.9.5.8. InSHAPE.

26.9.6. Shall provide individual clinical services to:

- 26.9.6.1. Elementary schools, including but not limited to:
- 26.9.6.2. Pollard.
- 26.9.6.3. Sandown North.
- 26.9.6.4. Sandown Central.
- 26.9.6.5. Lancaster School.
- 26.9.6.6. Soule School.
- 26.9.6.7. Newton Elementary.
- 26.9.6.8. Fisk School.

26.9.7. Middle Schools, including but not limited to:

- 26.9.7.1. Woodbury Middle School.
- 26.9.7.2. Pelham.
- 26.9.7.3. Center School.

26.9.8. High Schools, including but not limited to:

- 26.9.8.1. Pinkerton Academy.
- 26.9.8.2. Timberlane High School.
- 26.9.8.3. Sanborn High School.
- 26.9.8.4. Salem High School.
- 26.9.8.5. Pelham High School.

26.10. The Contractor shall maintain flexible hours of operation as follows:

26.10.1. Derry Location:

- 26.10.1.1. Monday through Thursday 8:00 AM to 8:30 PM
- 26.10.1.2. Friday 8:00 AM to 5:30 PM
- 26.10.1.3. Saturday 8:00 AM to 2:30 PM

26.10.2. Salem Location:



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26.10.2.1. Monday through Thursday 8:00 AM to 8:30 PM

26.10.2.2. Friday 8:00 AM to 5:30 PM

26.11. Weekends and afterhours, as needed by appointment or via an on-call system.  
The Contractor shall:

26.11.1. Schedule Wraparound meetings during a time that is workable for the client, family and their natural supports and collaterals.

5. Exhibit A, Scope of Services, Section 27, Reporting Requirements to read:

**27. Reporting Requirements**

27.1. The Contractor must provide reports, as approved by the Department, by the tenth (10<sup>th</sup>) working day of the each month to the Department that indicate:

27.1.1. Number of hospitalizations and bed day utilization, pre and post Children's ACT Wraparound enrollment for non-Medicaid recipients only.

27.1.2. Emergency department utilization pre and post Children's ACT Wraparound enrollment for non-Medicaid recipients only

27.1.3. The numbers of contacts children and adolescence have with law enforcement pre and post Children's ACT Wraparound enrollment.

27.1.4. The changes in educational performance and disciplinary actions pre and post Children's ACT Wraparound enrollment.

27.1.5. Other identified measures that relate to the effectiveness of the Children's ACT Wraparound team.

6. Exhibit A, Scope of Services, Section 28, Deliverables, to read:

**28. Deliverables**

28.1. The Contractor shall provide TCM Services to a minimum of twenty (20) individuals over the course of eight (8) months.

28.2. The Contractor shall provide Family Support Services to a minimum of twenty (20) clients each of whom shall receive an average of one (1) hour per week over forty-six (46) weeks.

28.3. The Contractor shall provide RENEW services to a minimum of fifteen (15) clients, each of whom shall receive an average of one (1) hour per week over forty-eight (48) weeks.

28.4. The Contractor shall conduct ten (10) new client intakes per year.

28.5. The Contractor shall have face-to-face contact with a minimum of twenty (20) clients per week.

28.6. The Contractor shall provide medication management to a minimum of twenty (20) clients per month.

28.7. The Contractor shall provide contracted services to a minimum of forty (40) different clients.

7. Exhibit B, Method and Conditions Precedent to Payment, Section 9, Other Contract Programs Subsection 9.1, to read:



**New Hampshire Department of Health and Human Services  
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<b>Programs To Be Funded</b>	<b>SFY18 Amount</b>	<b>SFY19 Amount</b>
Div. for Children Youth and Families (DCYF) Consultation	\$1,770.00	\$1,770.00
Emergency Services	\$121,846.00	\$121,846.00
Assertive Community Treatment Team (ACT) - Adults	\$225,000.00	\$225,000.00
Assertive Community Treatment Team (ACT) - Youth	\$0.00	\$5,000.00
Behavioral Health Services Information System (BHSIS)	\$5,000.00	\$5,000.00
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	\$4,000.00	\$0.00
Rehabilitation for Empowerment, Education and Work (RENEW)	\$3,945.00	\$3,945.00
Projects For Assistance In Transition From Homelessness (PATH) Services	\$29,500.00	\$29,500.00
<b>Total</b>	<b>\$391,061</b>	<b>\$392,061</b>

8. Add Exhibit B-2, Budget Sheet, Amendment #1.
9. Add Exhibit K, DHHS Information Security Requirements.



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

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

State of New Hampshire  
Department of Health and Human Services

7/9/18  
Date

[Signature]  
Katja S. Fox  
Director

The Mental Health Center of Southern New Hampshire  
dba CLM, Center for Life Management

July 3, 2018  
Date

[Signature]  
Name: Vic Topo  
Title: President/CEO

**Acknowledgement of Contractor's signature:**

State of New Hampshire, County of Rockingham on July 3, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Name and Title of Notary or Justice of the Peace: **LYNDA A. SILEGY**  
Notary Public - New Hampshire  
My Commission Expires August 5, 2019

My Commission Expires: \_\_\_\_\_



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

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

OFFICE OF THE ATTORNEY GENERAL

7/25/18  
Date

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

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit B-2, Budget Sheet-Amendment #1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Center For Life Management - Children's ACT WRAP Program

Budget Request for: Mental Health Services

Budget Period: July 1, 2018 through June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	422,733.00	40,868.91	463,602.91	417,733.00	40,868.91	458,602.91	8,000.00		8,000.00
2. Employee Benefits	84,107.00	8,061.00	92,168.00	84,107.00	8,061.00	92,168.00			
3. Consultants	10,844.00	1,043.18	11,887.18	10,844.00	1,043.18	11,887.18			
4. Equipment	2,098.00	201.83	2,299.83	2,098.00	201.83	2,299.83			
Rental	2,098.00	193.27	2,291.27	2,098.00	193.27	2,291.27			
Repair and Maintenance	817.00	86.56	903.56	817.00	86.56	903.56			
Purchase/Depreciation	7,083.00	740.07	7,823.07	7,083.00	740.07	7,823.07			
5. Supplies	450.00	47.14	497.14	450.00	47.14	497.14			
Educational	122.00	11.74	133.74	122.00	11.74	133.74			
Lab									
Pharmacy									
Medical	1,000.00	96.20	1,096.20	1,000.00	96.20	1,096.20			
Office	874.00	84.08	958.08	874.00	84.08	958.08			
6. Travel	3,000.00	192.40	3,192.40	3,000.00	192.40	3,192.40			
7. Occupancy	11,538.00	1,109.00	12,647.00	11,538.00	1,109.00	12,647.00			
8. Current Expenses	780.00	73.94	853.94	780.00	73.94	853.94			
Telephone	4,208.00	404.82	4,612.82	4,208.00	404.82	4,612.82			
Postage	874.00	84.08	958.08	874.00	84.08	958.08			
Subscriptions	175.00	16.84	191.84	175.00	16.84	191.84			
Audit and Legal	2,173.00	209.04	2,382.04	2,173.00	209.04	2,382.04			
Insurance	2,813.00	241.78	3,054.78	2,813.00	241.78	3,054.78			
Board Expenses	800.00	48.10	848.10	800.00	48.10	848.10			
9. Software									
10. Marketing/Communications	1,049.00	100.91	1,149.91	1,049.00	100.91	1,149.91			
11. Staff Education and Training	435.00	40.89	475.89	435.00	40.89	475.89			
12. Subcontracts/Agreements									
13. Other (specific details mandatory)	870.00	84.43	954.43	870.00	84.43	954.43			
<b>TOTAL</b>	<b>866,478.00</b>	<b>83,821.81</b>	<b>950,299.81</b>	<b>854,478.00</b>	<b>83,821.81</b>	<b>938,299.81</b>	<b>8,000.00</b>		<b>8,000.00</b>

Indirect As A Percent of Direct

9.6%

Vendor Initial:   
 Date: 7/3/18



DHHS Information Security Requirements

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A. Definitions

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

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

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

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



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

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

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

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



DHHS Information Security Requirements




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

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

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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

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Exhibit K

DHHS Information Security Requirements

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

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



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

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

#### V. LOSS REPORTING

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

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

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

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

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

**VI. PERSONS TO CONTACT**

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

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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# State of New Hampshire

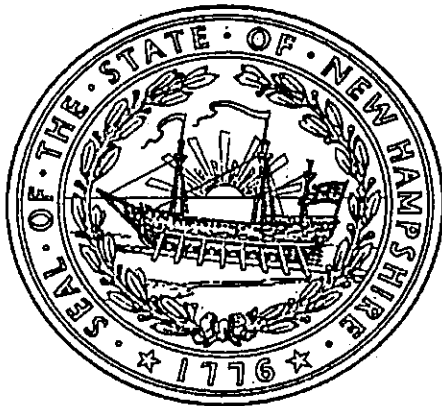
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLM CENTER FOR LIFE MANAGEMENT is a New Hampshire Trade Name registered to transact business in New Hampshire on June 30, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 442328

Certificate Number : 0004073368



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2018.

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

William M. Gardner  
Secretary of State



# State of New Hampshire

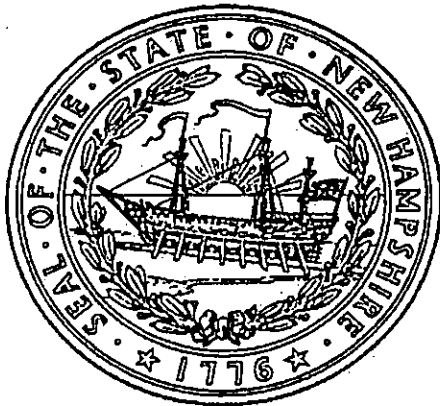
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61791

Certificate Number : 0004073378



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2018.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of CLM Center for Life Management  
(Agency Name)

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

**RESOLVED:** That the President/CEO  
(Title of Contract Signatory)

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

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

4. Vic Topo is the duly elected President/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Judith Ryan  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 3 day of July, 2018.

By Judith Ryan  
(Name of Elected Officer of the Agency)

Lynda A. Silegy  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: **LYNDA A. SILEGY**  
**Notary Public - New Hampshire**  
**My Commission Expires August 5, 2019**

AP Calculus BC Exam  
Form B - Page 1  
Answer Key

1.  $\frac{1}{2}$

2.  $\frac{1}{2}$

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/02/2017

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

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


<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123		FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> The Mental Health Center for Southern NH DBA CLM Center for Life Management 10 Tsienneto Rd Derry, NH 03038	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Philadelphia Indemnity Insurance Co.		18058
	INSURER B : Granite State Insurance Company		23809
	INSURER C :		
	INSURER D :		
	INSURER E :		

**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	ADOL 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 type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PHPK1720326	10/01/2017	10/01/2018	EACH OCCURRENCE    \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)    \$1,000,000 MED EXP (Any one person)    \$20,000 PERSONAL & ADV INJURY    \$1,000,000 GENERAL AGGREGATE    \$3,000,000 PRODUCTS - COMPIOP AGG    \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK1720333	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident)    \$1,000,000 BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB602527	10/01/2017	10/01/2018	EACH OCCURRENCE    \$3,000,000 AGGREGATE    \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N    N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			017064748	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT    \$500,000 E.L. DISEASE - EA EMPLOYEE    \$500,000 E.L. DISEASE - POLICY LIMIT    \$500,000
A	Professional Liab			PHPK1720326	10/01/2017	10/01/2018	\$1,000,000 \$3,000,000 aggregate

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

<b>CERTIFICATE HOLDER</b> DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> 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 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.**

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, 2017 and 2016

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Years ended June 30, 2017 and 2016

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Independent Auditor's Report

To the Board of Directors of  
The Mental Health Center for Southern New Hampshire  
d/b/a/ CLM Center for Life Management and Affiliates

We have audited the accompanying consolidated financial statements of The Mental Health Center for Southern New Hampshire d/b/a/ CLM Center for Life Management and Affiliates (a nonprofit organization), which are comprised of the consolidated statements of financial position as of June 30, 2017 and 2016, 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 consolidated 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 consolidated 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 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 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, 2017 and 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.



### Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated 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 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 audit 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 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 consolidated financial statements as a whole.

*W. Scott, White & Assoc., PLLC*

Essex Junction, Vermont  
Registration number VT092.0000684  
October 25, 2017

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, 2017 and 2016

ASSETS

	<u>2017</u>	<u>2016</u>
Current assets:		
Cash and cash equivalents	\$ 1,060,309	\$ 404,052
Accounts receivable, net	874,385	1,081,551
Other receivables	116,163	255,122
Prepaid expenses	<u>93,249</u>	<u>62,043</u>
Total current assets	2,144,106	1,802,768
Property and equipment, net	<u>3,819,751</u>	<u>4,008,852</u>
Total assets	<u>\$ 5,963,857</u>	<u>\$ 5,811,620</u>

LIABILITIES AND NET ASSETS

Current liabilities:		
Line of credit	\$ -	\$ 100,000
Current portion of long-term debt	86,038	83,538
Accounts payable	81,794	66,915
Accrued payroll and payroll liabilities	364,814	286,970
Accrued vacation	292,305	280,456
Accrued expenses	12,500	12,500
Deferred revenue	<u>7,580</u>	<u>11,980</u>
Total current liabilities	845,031	842,359
Long term liabilities		
Interest rate swap agreement	37,053	185,205
Long term-debt less current portion	<u>2,397,390</u>	<u>2,483,453</u>
Total long term liabilities	<u>2,434,443</u>	<u>2,668,658</u>
Total liabilities	3,279,474	3,511,017
Net assets - unrestricted	<u>2,684,383</u>	<u>2,300,603</u>
Total liabilities and unrestricted net assets	<u>\$ 5,963,857</u>	<u>\$ 5,811,620</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Consolidated Statements of Activities  
Years ended June 30, 2016 and 2015

	<u>2017</u>	<u>2016</u>
<b><u>Public support and revenues:</u></b>		
Public support:		
Federal	\$ 744,203	\$ 716,508
State of New Hampshire - BBH	518,471	488,364
State and local funding	44,601	41,400
Other public support	<u>148,038</u>	<u>139,113</u>
Total public support	1,455,313	1,385,385
Revenues:		
Program service fees, net	11,514,943	10,473,843
Other service income	422,362	453,289
Rental income	4,798	4,766
Other	20,038	19,679
Gain on sale of assets	-	<u>94,765</u>
Total revenues	<u>11,962,141</u>	<u>11,046,342</u>
Total public support and revenues	13,417,454	12,431,727
<b><u>Operating expenses:</u></b>		
BBH funded programs:		
Children	4,450,932	3,885,306
Elders	243,821	325,537
Vocational	229,971	223,383
Multi-Service	2,329,607	1,602,244
Acute Care	745,489	829,224
Independent Living	1,876,360	1,683,005
Assertive Community Treatment	678,106	605,142
Non-Specialized Outpatient	1,370,779	1,856,821
Non-BBH funded program services	<u>167,338</u>	<u>442,734</u>
Total program expenses	12,092,403	11,453,396
Administrative expenses	<u>1,089,423</u>	<u>991,805</u>
Total expenses	<u>13,181,826</u>	<u>12,445,201</u>
Change in net assets from operations	235,628	(13,474)
<b><u>Non-operating expenses:</u></b>		
Fair value loss on interest rate swap	<u>148,152</u>	<u>(185,205)</u>
Change in net assets	383,780	(198,679)
Net assets, beginning of year	<u>2,300,603</u>	<u>2,499,282</u>
Net assets, end of year	<u>\$ 2,684,383</u>	<u>\$ 2,300,603</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, 2017 and 2016

	2017			2016		
	<u>Program Services</u>	<u>Administrative</u>	<u>Total</u>	<u>Program Services</u>	<u>Administrative</u>	<u>Total</u>
Personnel costs:						
Salaries and wages	\$ 7,739,427	\$ 708,667	\$ 8,448,094	\$ 7,300,706	\$ 595,952	\$ 7,896,658
Employee benefits	1,512,048	135,073	1,647,121	1,383,676	119,111	1,502,787
Payroll taxes	556,222	47,730	603,952	528,430	40,307	568,737
Accounting/audit fees	52,170	9,915	62,085	48,538	8,993	57,531
Advertising	8,195	702	8,897	11,419	790	12,209
Conferences, conventions and meetings	20,838	11,992	32,830	28,553	10,822	39,375
Depreciation	201,071	20,764	221,835	234,384	18,839	253,223
Equipment maintenance	11,094	1,146	12,240	12,309	1,134	13,443
Equipment rental	47,239	3,755	50,994	38,307	6,824	45,131
Insurance	71,935	7,568	79,503	73,732	7,195	80,927
Interest expense	98,804	15,153	113,957	79,489	30,727	110,216
Legal fees	35,825	3,498	39,323	31,433	2,757	34,190
Membership dues	46,938	8,670	55,608	46,845	8,975	55,820
Occupancy expenses	842,203	10,283	852,486	786,802	17,650	804,452
Office expenses	195,435	20,893	216,328	195,731	38,601	234,332
Other expenses	28,599	12,015	40,614	36,234	11,680	47,914
Other professional fees	303,067	58,786	361,853	326,771	56,157	382,928
Program supplies	123,719	10,843	134,562	125,794	12,945	138,739
Travel	197,574	1,970	199,544	164,243	2,346	166,589
	12,092,403	1,089,423	13,181,826	11,453,396	991,805	12,445,201
Administrative allocation	1,089,423	(1,089,423)	-	991,805	(991,805)	-
Total expenses	13,163,439	\$ -	\$ 13,181,826	\$ 12,445,201	\$ -	\$ 12,445,201

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, 2017 and 2016

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 383,780	\$ (198,679)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation and amortization	240,772	253,223
Gain on sale of assets	-	(94,765)
Fair value (gain) loss on interest rate swap	(148,152)	185,205
(Increase) decrease in:		
Restricted cash	-	130,727
Accounts receivable, net	207,166	(122,723)
Other receivables	138,959	(79,821)
Prepaid expenses	(31,206)	(31,338)
Increase (decrease) in:		
Accounts payable and accrued expenses	104,572	(5,549)
Deferred revenue	(4,400)	4,400
Net cash provided by operating activities	891,491	40,680
 Cash flows from investing activities:		
Proceeds from sale of property	-	379,371
Purchases of property and equipment	(32,734)	(58,629)
Finance costs	-	(85,748)
Net cash (used) provided by investing activities	(32,734)	234,994
 Cash flows from financing activities:		
Net borrowing (payments) on line of credit	(100,000)	50,000
Net principal payments on long term debt	(102,500)	(569,503)
Net cash used in financing activities	(202,500)	(519,503)
 Net increase (decrease) in cash and cash equivalents	656,257	(243,829)
 Cash and cash equivalents, beginning of year	404,052	647,881
 Cash and cash equivalents, end of year	\$ 1,060,309	\$ 404,052
 <u>Supplemental cash flow disclosures:</u>		
Cash paid during the year for interest	\$ 113,957	\$ 155,926

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, 2017 and 2016

Note 1. Nature of organization

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management (the "Agency") is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs.

During 2006, the Center for Life Management Foundation (the "Foundation") was established to act for the benefit of, to carry out the functions of, and to assist the Agency. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members and management. In addition, the Agency is the sole member.

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation are collectively referred to the "Organization".

Basis of consolidation

The consolidated financial statements include the accounts of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and its Affiliates and the Center for Life Management Foundation. All intercompany transactions have been eliminated in consolidation.

Note 2. Basis of accounting and summary of significant accounting policies

Basis of accounting

The financial statements are prepared on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to date of receipt or payment of cash. Contributions are reported in accordance with FASB Accounting Standards Codification ("ASC") *Accounting for Contributions Received and Contributions Made*.

Basis of presentation

The Organization's financial statement presentation is required by the Not-for-Profit *Presentation of Financial Statements* topic of the FASB ASC. The Organization is required to report information regarding its financial position and activities according to the following three classifications of net assets based on the existence or absence of donor-imposed restrictions.

Unrestricted net assets – Net assets that are not subject to donor-imposed restrictions.

Temporarily restricted net assets – Net assets subject to donor-imposed restrictions that may or will be met, either by actions of the Organization and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions.

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

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Notes to Consolidated Financial Statements  
June 30, 2017 and 2016

Note 2. Basis of accounting and summary of significant accounting policies (continued)

At June 30, 2017 and 2016, 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 \$208,878 and \$271,488 as of June 30, 2017 and 2016, respectively. Refer to Note 3 for additional discussion of accounts receivable.

Property

Property is recorded at cost, except for donated assets which are recorded at estimated fair value at the date of donation. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	15 – 40 years
Automobiles	3 – 15 years
Equipment	5 – 7 years

All equipment valued at \$500 or more is capitalized. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was \$221,835 and \$236,342 for the years ended June 30, 2017 and 2016, respectively.

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, 2017 and 2016

Note 2. Basis of accounting and summary of significant accounting policies (continued)

Finance costs

Financing costs are recorded on the statement of position net of accumulated amortization. In accordance with Generally Accepted Accounting Principles, the unamortized financing costs are reported as a reduction in long term debt - see Note6. The costs are amortized over the term of the respective financing arrangement.

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 Organization's interest rate swap agreements are classified as level 2 in the hierarchy, as all significant inputs to the fair value measurement are directly observable, such as the underlying interest rate assumptions.

Contributions

Contributions received are recorded as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending on the existence or nature of any donor restrictions.



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Note 2. Basis of accounting and summary of significant accounting policies (continued)

All donor-restricted contributions received are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restriction. When a restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of support, revenues, and expenses as net assets released from restrictions.

Restricted contributions that meet the restriction in the same reporting period are reported as increases in unrestricted net assets.

Third-party contractual arrangements

A significant portion of revenue is derived from services to patients insured by third-party payers. Reimbursements from Medicare, Medicaid, and other commercial payers are at defined service rates for services rendered to patients covered by these programs are received. The difference between the established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Interest rate swap

The Organization uses an interest rate swap to effectively convert the variable rate on its State Authority Bond to a fixed rate, as described in Note 8. The change in the fair value of the swap agreement and the payments to or receipts from the counterparty to the swap are netted with the interest expense on the bonds. Cash flows from interest rate swap contracts are classified as a financing activity on the statement of cash flows.

Advertising expenses

The Organization expenses advertising costs as they are incurred.

Expense allocation

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

Income taxes

The Agency is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Agency has also been classified as an entity that is not a private foundation within the meaning of 509(a) and qualifies for deductible contributions.

The Foundation is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. It is an organization that is organized and operated exclusively for the benefit of the Agency.

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.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
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Notes to Consolidated Financial Statements  
June 30, 2017 and 2016

Note 2. Basis of accounting and summary of significant accounting policies (continued)

*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 2014, 2015 and 2016 are subject to examination by the IRS, generally for three years after filing.

Reclassifications

Certain amounts in the prior-year financial statements have been reclassified in order to be comparable with the current year presentation.

Subsequent events

The Organization has evaluated all subsequent events through October 25, 2017, the date the financial statements were available to be issued.

Note 3. Accounts receivable, net

Accounts receivable consist of the following at June 30,:

	2017			2016		
<u>Accounts receivable</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Clients	\$ 310,035	\$ (161,421)	\$ 148,614	\$ 383,696	\$ (217,943)	\$ 165,753
Insurance companies	136,783	(3,018)	133,765	169,239	(7,370)	161,869
Medicaid	494,240	(29,656)	464,584	635,992	(29,718)	606,274
Medicare	142,205	(14,783)	127,422	164,112	(16,457)	147,655
	<u>\$1,083,263</u>	<u>\$ (208,878)</u>	<u>\$ 874,385</u>	<u>\$1,353,039</u>	<u>\$ (271,488)</u>	<u>\$ 1,081,551</u>

	2017	2016
<u>Other receivables</u>		
Towns	\$ 23,000	\$ 22,000
NH Division of Mental Health	64,982	104,925
Contractual services	28,181	75,473
Grant receivable	-	52,724
	<u>\$ 116,163</u>	<u>\$ 255,122</u>

Note 4. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

	2017	2016
Receivables primarily for services provided to individuals and entities located in southern New Hampshire	<u>\$ 874,385</u>	<u>\$ 1,081,551</u>
Other receivables due from entities located in New Hampshire	<u>\$ 116,163</u>	<u>\$ 255,122</u>

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
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Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Note 4. Concentrations of credit risk (continued)

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2017 and 2016, the Organization had approximately \$655,600 and \$18,000 in uninsured cash balances.

Note 5. Property

Property and equipment consists of the following at June 30:

	<u>2017</u>	<u>2016</u>
Land	\$ 565,000	\$ 632,418
Buildings and improvements	3,970,417	3,950,597
Automobiles	20,000	20,000
Equipment	<u>1,411,379</u>	<u>1,583,654</u>
	5,966,796	6,119,611
Less: accumulated depreciation	<u>(2,147,045)</u>	<u>(2,110,759)</u>
Property and equipment, net	<u>\$ 3,819,751</u>	<u>\$ 4,008,852</u>

Note 6. Long term debt

Long term debt consists of the following as of June 30,:

	<u>2017</u>	<u>2016</u>
Series 2015 New Hampshire Health and Education Facilities Bond -		
Payable through 2036, original principal of \$3,042,730, remarketed and sold to People's United Bank at a variable rate, with an effective rate of 2.17385% and 1.76409% at June 30, 2017 and 2016, respectively. Secured by land, building, equipment, and certain revenues, and is subject to certain financial covenants. The note matures August 2025. The Organization has entered into an interest rate swap agreement to effectively fix the interest rate on the note. See Note 8.	2,860,230	2,962,730
Less: unamortized finance costs	<u>(376,802)</u>	<u>(395,739)</u>
Long term debt, less unamortized finance costs	2,483,428	2,566,991
Less: current portion of long term debt	<u>(86,038)</u>	<u>(83,538)</u>
Long term debt, less current portion	<u>\$ 2,397,390</u>	<u>\$ 2,483,453</u>

In 2017, the Organization retroactively adopted the requirements of FASB ASC 835-30 to present debt issuance costs as a reduction of the carrying amount of debt rather than as an asset. Long term debt as of June 30, 2016 was previously reported on the consolidated statement of financial position as \$2,962,730 with the associated \$395,739 of unamortized finance costs included in other assets.

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, 2017 and 2016

Note 6. Long term debt (continued)

Amortization of the finance costs is reported as interest expense in the financial statements. Amortization of \$18,937 and \$16,881 is reported as interest expense in the consolidated statement of activities for the years ending June 30, 2017 and 2016, respectively.

Future maturities to long term debt are as follows:

<u>Year ending June 30,</u>	<u>Long Term Debt Principal</u>	<u>Unamortized Finance Costs</u>	<u>Net</u>
2018	\$ 105,000	\$ (18,962)	\$ 86,038
2019	107,500	(18,962)	88,538
2020	112,500	(18,962)	93,538
2021	117,500	(18,962)	98,538
2022	122,500	(18,962)	103,538
Thereafter	<u>2,295,230</u>	<u>(281,992)</u>	<u>2,013,238</u>
Total	<u>\$ 2,860,230</u>	<u>\$ (376,802)</u>	<u>\$ 2,483,428</u>

Note 7. Line of credit

As of June 30, 2017, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of \$850,000, which is available through March, 2018. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus 1.50% (effective rate of 5.25% at June 30, 2017). The outstanding balance on the line at June 30, 2017 was \$0. The line of credit is secured by all business assets and real estate.

As of June 30, 2016, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of \$850,000, which was available through September 30, 2016. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus 1.50% (effective rate of 5.0% at June 30, 2016). The outstanding balance on the line at June 30, 2016 was \$100,000. The line of credit was secured by all business assets and real estate.

Note 8. Interest rate swap

During 2016, the Organization entered into an interest rate swap agreement with People's United Bank that effectively fixes the interest rate on the outstanding principal of the Banks term note at 3.045% (see Note 8).

Under the arrangement, the notional principal amount is the balance of the note, with the Organization receiving floating payments of one month London InterBank Offered rate ("LIBOR") plus .69% and paying a fixed rate of 3.045%.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
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Notes to Consolidated Financial Statements  
June 30, 2017 and 2016

Note 8. Interest rate swap (continued)

The agreement matures August 2025 and has a notional amount of \$2,860,230 and \$2,962,730 at June 30, 2017 and 2016, respectively.

In accordance with Generally Accepted Accounting Principles, the interest rate swap agreement is recorded at its fair value as an asset or liability, with the changes in fair value being reported as a component of the change in unrestricted net assets. For the year ending June 30, 2017 and 2016, the Organization reported an interest rate swap liability of \$37,053 and \$185,205 on the statement of financial position and a fair value gain / (loss) of interest rate swap of \$148,152 and (\$185,205) on the statement of activities, respectively. The fair value gain / (loss) is reported as a non-operating expense of the Organization and is a non-cash transaction.

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 \$94,737 and \$97,181 for the years ending June 30, 2017 and 2016, 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 with two one-year automatic renewal options. The second one-year automatic renewal was executed and the agreement expires May 31, 2018. 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.

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, 2017 and 2016, the Agency received approximately 67% and 62%, 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.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
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Notes to Consolidated Financial Statements

June 30, 2017 and 2016

Note 11. Lease commitments

The Agency leases facilities under various operating leases. Rent expense recorded under these arrangements was approximately \$141,000 and \$138,000 for the years ended June 30, 2017 and 2016, 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, 2017:

<u>Year ending June 30,</u>	
2018	\$ 136,028
2019	136,593
2020	144,983
2021	145,547
2022	<u>145,547</u>
Total	<u>\$ 708,698</u>

SUPPLEMENTARY INFORMATION

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Position

June 30, 2017

	Center for Life <u>Management</u>	CLM <u>Foundation</u>	<u>Total</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b><u>ASSETS</u></b>					
Current assets:					
Cash and cash equivalents	\$ 877,779	\$ 182,530	\$ 1,060,309	\$ -	\$ 1,060,309
Accounts receivable, net	874,385	-	874,385	-	874,385
Other receivables	116,163	-	116,163	-	116,163
Prepaid expenses	93,249	-	93,249	-	93,249
Total current assets	<u>1,961,576</u>	<u>182,530</u>	<u>2,144,106</u>	<u>-</u>	<u>2,144,106</u>
Property and equipment, net	3,819,751	-	3,819,751	-	3,819,751
Total assets	<u>\$ 5,781,327</u>	<u>\$ 182,530</u>	<u>\$ 5,963,857</u>	<u>\$ -</u>	<u>\$ 5,963,857</u>
 <b><u>LIABILITIES AND NET ASSETS</u></b>					
Current liabilities:					
Current portion of long-term debt	\$ 86,038	\$ -	\$ 86,038	\$ -	\$ 86,038
Accounts payable	81,794	-	81,794	-	81,794
Accrued payroll and payroll liabilities	364,814	-	364,814	-	364,814
Accrued vacation	292,305	-	292,305	-	292,305
Accrued expenses	12,500	-	12,500	-	12,500
Deferred revenue	7,580	-	7,580	-	7,580
Total current liabilities	<u>845,031</u>	<u>-</u>	<u>845,031</u>	<u>-</u>	<u>845,031</u>
Long term liabilities					
Interest rate swap agreement	37,053	-	37,053	-	37,053
Long-term-debt less current portion	2,397,390	-	2,397,390	-	2,397,390
Total long term liabilities	<u>2,434,443</u>	<u>-</u>	<u>2,434,443</u>	<u>-</u>	<u>2,434,443</u>
Total liabilities	3,279,474	-	3,279,474	-	3,279,474
Net assets - unrestricted	2,501,853	182,530	2,684,383	-	2,684,383
Total liabilities and unrestricted net assets	<u>\$ 5,781,327</u>	<u>\$ 182,530</u>	<u>\$ 5,963,857</u>	<u>\$ -</u>	<u>\$ 5,963,857</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 Position

June 30, 2016

	<u>Center for Life Management</u>	<u>CLM Foundation</u>	<u>Total</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b><u>ASSETS</u></b>					
Current assets:					
Cash and cash equivalents	\$ 245,413	\$ 158,639	\$ 404,052	\$ -	\$ 404,052
Accounts receivable, net	1,081,551	-	1,081,551	-	1,081,551
Other receivables	255,122	-	255,122	-	255,122
Prepaid expenses	<u>62,043</u>	<u>-</u>	<u>62,043</u>	<u>-</u>	<u>62,043</u>
Total current assets	1,644,129	158,639	1,802,768	-	1,802,768
Property and equipment, net	<u>4,008,852</u>	<u>-</u>	<u>4,008,852</u>	<u>-</u>	<u>4,008,852</u>
Total assets	<u>\$ 5,652,981</u>	<u>\$ 158,639</u>	<u>\$ 5,811,620</u>	<u>\$ -</u>	<u>\$ 5,811,620</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>					
Current liabilities:					
Line of credit	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ 100,000
Current portion of long-term debt	83,538	-	83,538	-	83,538
Accounts payable	66,915	-	66,915	-	66,915
Accrued payroll and payroll liabilities	286,970	-	286,970	-	286,970
Accrued vacation	280,456	-	280,456	-	280,456
Accrued expenses	12,500	-	12,500	-	12,500
Deferred revenue	<u>11,980</u>	<u>-</u>	<u>11,980</u>	<u>-</u>	<u>11,980</u>
Total current liabilities	842,359	-	842,359	-	842,359
Long term liabilities					
Interest rate swap agreement	185,205	-	185,205	-	185,205
Long-term-debt less current portion	<u>2,483,453</u>	<u>-</u>	<u>2,483,453</u>	<u>-</u>	<u>2,483,453</u>
Total long term liabilities	<u>2,668,658</u>	<u>-</u>	<u>2,668,658</u>	<u>-</u>	<u>2,668,658</u>
Total liabilities	3,511,017	-	3,511,017	-	3,511,017
Net assets - unrestricted	<u>2,141,964</u>	<u>158,639</u>	<u>2,300,603</u>	<u>-</u>	<u>2,300,603</u>
Total liabilities and unrestricted net assets	<u>\$ 5,652,981</u>	<u>\$ 158,639</u>	<u>\$ 5,811,620</u>	<u>\$ -</u>	<u>\$ 5,811,620</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, 2017

	Center for Life <u>Management</u>	CLM <u>Foundation</u>	<u>Total</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b><u>Public support and revenues:</u></b>					
Public support:					
Federal					
State of New Hampshire - BBH	\$ 744,203	\$ -	\$ 744,203	\$ -	\$ 744,203
State and local funding	518,471	-	518,471	-	518,471
Other public support	44,601	-	44,601	-	44,601
Total public support	<u>105,760</u>	<u>42,278</u>	<u>148,038</u>	<u>-</u>	<u>148,038</u>
Revenues:	1,413,035	42,278	1,455,313	-	1,455,313
Program service fees, net	11,514,943	-	11,514,943	-	11,514,943
Other service income	422,362	-	422,362	-	422,362
Rental income	4,798	-	4,798	-	4,798
Other	<u>20,038</u>	<u>-</u>	<u>20,038</u>	<u>-</u>	<u>20,038</u>
Total revenues	<u>11,962,141</u>	<u>-</u>	<u>11,962,141</u>	<u>-</u>	<u>11,962,141</u>
Total public support and revenues	13,375,176	42,278	13,417,454	-	13,417,454
<b><u>Operating expenses:</u></b>					
BBH funded programs:					
Children	4,450,932	-	4,450,932	-	4,450,932
Elders	243,821	-	243,821	-	243,821
Vocational	229,971	-	229,971	-	229,971
Multi-Service	2,329,607	-	2,329,607	-	2,329,607
Acute Care	745,489	-	745,489	-	745,489
Independent Living	1,876,360	-	1,876,360	-	1,876,360
Assertive Community Treatment	678,106	-	678,106	-	678,106
Non-Specialized Outpatient	1,370,779	-	1,370,779	-	1,370,779
Non-BBH funded program services	<u>148,951</u>	<u>18,387</u>	<u>167,338</u>	<u>-</u>	<u>167,338</u>
Total program expenses	12,074,016	18,387	12,092,403	-	12,092,403
Administrative expenses	<u>1,089,423</u>	<u>-</u>	<u>1,089,423</u>	<u>-</u>	<u>1,089,423</u>
Total expenses	<u>13,163,439</u>	<u>18,387</u>	<u>13,181,826</u>	<u>-</u>	<u>13,181,826</u>
Change in net assets from operations	211,737	23,891	235,628	-	235,628
<b><u>Non-operating expenses:</u></b>					
Fair value gain on interest rate swap	<u>148,152</u>	<u>-</u>	<u>148,152</u>	<u>-</u>	<u>148,152</u>
Change in net assets	359,889	23,891	383,780	-	383,780
Net assets, beginning of year	<u>2,141,964</u>	<u>158,639</u>	<u>2,300,603</u>	<u>-</u>	<u>2,300,603</u>
Net assets, end of year	<u>\$ 2,501,853</u>	<u>\$ 182,530</u>	<u>\$ 2,684,383</u>	<u>\$ -</u>	<u>\$ 2,684,383</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, 2016

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
<b><u>Public support and revenues:</u></b>					
Public support:					
Federal	\$ 716,508	\$ -	\$ 716,508	\$ -	\$ 716,508
State of New Hampshire - BBH	488,364	-	488,364	-	488,364
State and local funding	41,400	-	41,400	-	41,400
Other public support	98,301	40,812	139,113	-	139,113
Total public support	<u>1,344,573</u>	<u>40,812</u>	<u>1,385,385</u>	<u>-</u>	<u>1,385,385</u>
Revenues:					
Program service fees, net	10,473,843	-	10,473,843	-	10,473,843
Other service income	453,289	-	453,289	-	453,289
Rental income	4,766	-	4,766	-	4,766
Other	19,679	-	19,679	-	19,679
Gain on sale of assets	94,765	-	94,765	-	94,765
Total revenues	<u>11,046,342</u>	<u>-</u>	<u>11,046,342</u>	<u>-</u>	<u>11,046,342</u>
Total public support and revenues	<u>12,390,915</u>	<u>40,812</u>	<u>12,431,727</u>	<u>-</u>	<u>12,431,727</u>
<b><u>Operating expenses:</u></b>					
BBH funded programs:					
Children	3,885,306	-	3,885,306	-	3,885,306
Elders	325,537	-	325,537	-	325,537
Vocational	223,383	-	223,383	-	223,383
Multi-Service	1,602,244	-	1,602,244	-	1,602,244
Acute Care	829,224	-	829,224	-	829,224
Independent Living	1,683,005	-	1,683,005	-	1,683,005
Assertive Community Treatment	605,142	-	605,142	-	605,142
Non-Specialized Outpatient	1,856,821	-	1,856,821	-	1,856,821
Non-BBH funded program services	427,299	15,435	442,734	-	442,734
Total program expenses	<u>11,437,961</u>	<u>15,435</u>	<u>11,453,396</u>	<u>-</u>	<u>11,453,396</u>
Administrative expenses	991,805	-	991,805	-	991,805
Total expenses	<u>12,429,766</u>	<u>15,435</u>	<u>12,445,201</u>	<u>-</u>	<u>12,445,201</u>
Change in net assets from operations	(38,851)	25,377	(13,474)	-	(13,474)
<b><u>Non-operating expenses:</u></b>					
Fair value loss on interest rate swap	(185,205)	-	(185,205)	-	(185,205)
Change in net assets	(224,056)	25,377	(198,679)	-	(198,679)
Net assets, beginning of year	<u>2,366,020</u>	<u>133,262</u>	<u>2,499,282</u>	<u>-</u>	<u>2,499,282</u>
Net assets, end of year	<u>\$ 2,141,964</u>	<u>\$ 158,639</u>	<u>\$ 2,300,603</u>	<u>\$ -</u>	<u>\$ 2,300,603</u>

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, 2017

	Accounts Receivable Beginning of <u>Year</u>	<u>Gross Fees</u>	Contractual Allowances and Other Discounts <u>Given</u>	<u>Cash Receipts</u>	Change in <u>Allowance</u>	Accounts Receivable End of <u>Year</u>
Clients	\$ 383,696	\$ 1,457,418	\$ (405,009)	\$ (1,126,070)	\$ -	\$ 310,035
Insurance companies	169,239	2,055,693	(931,737)	(1,156,412)	-	136,783
Medicaid	635,992	10,753,173	(1,784,385)	(9,110,540)	-	494,240
Medicare	164,112	716,136	(346,346)	(391,697)	-	142,205
Allowance	(271,488)	-	-	-	62,610	(208,878)
Total	<u>\$ 1,081,551</u>	<u>\$ 14,982,420</u>	<u>\$ (3,467,477)</u>	<u>\$ (11,784,719)</u>	<u>\$ 62,610</u>	<u>\$ 874,385</u>

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, 2017

	Children	Elders	Vocational	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	non-Specialized Outpatient	Other Non-BBH	Total Program Services	Administrative	Total Agency
<b>Public support and revenues:</b>												
Public support:												
Federal	\$ -	\$ -	-	-	-	731,723	-	12,480	-	\$ 744,203	-	\$ 744,203
State of New Hampshire - BBH	167,680	-	-	3,945	121,846	-	225,000	-	-	518,471	-	518,471
State and local funding	14,871	-	-	-	-	-	-	14,871	14,859	44,601	-	44,601
Other public support	<u>5,249</u>	<u>85</u>	<u>63</u>	<u>525</u>	<u>189</u>	<u>32,083</u>	<u>154</u>	<u>65,918</u>	<u>1,223</u>	<u>105,489</u>	<u>271</u>	<u>105,760</u>
Total public support	187,800	85	63	4,470	122,035	763,806	225,154	93,269	16,082	1,412,764	271	1,413,035
Revenues:												
Program service fees, net	5,111,287	295,640	182,618	2,864,494	387,144	1,565,021	545,424	522,813	40,502	11,514,943	-	11,514,943
Other service income	64,767	17,826	-	2,500	275,064	8,000	-	3,405	50,800	422,362	-	422,362
Rental income	821	-	-	1,514	821	821	-	821	-	4,798	-	4,798
Other	<u>497</u>	<u>22</u>	<u>36</u>	<u>1,405</u>	<u>167</u>	<u>4,891</u>	<u>435</u>	<u>316</u>	<u>121</u>	<u>7,890</u>	<u>12,148</u>	<u>20,038</u>
Total revenues	<u>5,177,372</u>	<u>313,488</u>	<u>182,654</u>	<u>2,869,913</u>	<u>663,196</u>	<u>1,578,733</u>	<u>545,859</u>	<u>527,355</u>	<u>91,423</u>	<u>11,949,993</u>	<u>12,148</u>	<u>11,962,141</u>
Total public support and revenues	5,365,172	313,573	182,717	2,874,383	785,231	2,342,539	771,013	620,624	107,505	13,362,757	12,419	13,375,176
Total expenses	<u>4,852,532</u>	<u>265,821</u>	<u>250,721</u>	<u>2,539,805</u>	<u>812,754</u>	<u>2,045,662</u>	<u>739,291</u>	<u>1,494,463</u>	<u>162,390</u>	<u>13,163,439</u>	<u>-</u>	<u>13,163,439</u>
Change in net assets from operations	512,640	47,752	(68,004)	334,578	(27,523)	296,877	31,722	(873,839)	(54,885)	199,318	12,419	211,737
<b>Non-operating expenses:</b>												
Fair value gain on interest rate swap	-	-	-	-	-	-	-	-	-	-	148,152	148,152
Change in net assets	<u>\$ 512,640</u>	<u>\$ 47,752</u>	<u>\$ (68,004)</u>	<u>\$ 334,578</u>	<u>\$ (27,523)</u>	<u>\$ 296,877</u>	<u>\$ 31,722</u>	<u>\$ (873,839)</u>	<u>\$ (54,885)</u>	<u>\$ 199,318</u>	<u>\$ 160,571</u>	<u>\$ 359,889</u>

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, 2017

	Children	Elders	Vocational	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	non-Specialized Outpatient	Other Non-BBH	Total Program Services	Administrative	Total Agency
Personnel costs:												
Salaries and wages	\$ 3,015,378	\$ 146,698	\$ 130,543	\$ 1,658,638	\$ 553,064	\$ 779,875	\$ 419,846	\$ 971,052	\$ 64,333	\$ 7,739,427	\$ 708,667	\$ 8,448,094
Employee benefits	556,580	48,289	51,854	279,012	60,790	235,935	100,364	164,749	14,475	1,512,048	135,073	1,647,121
Payroll taxes	213,573	10,584	8,962	121,568	40,986	55,316	30,352	70,281	4,600	556,222	47,730	603,952
Accounting/audit fees	18,796	1,678	1,236	10,379	3,726	7,049	3,038	4,689	1,351	51,942	9,915	61,857
Advertising	3,053	206	202	1,575	628	1,041	598	726	166	8,195	702	8,897
Conferences, conventions and meetings	8,846	370	346	4,079	749	1,345	2,146	2,681	276	20,838	11,992	32,830
Depreciation	72,763	6,499	4,792	40,174	14,419	27,286	11,757	18,146	5,235	201,071	20,764	221,835
Equipment maintenance	4,015	359	264	2,216	796	1,505	649	1,001	289	11,094	1,146	12,240
Equipment rental	19,464	1,131	819	8,067	4,358	4,725	2,010	5,730	935	47,239	3,755	50,994
Insurance	25,117	2,244	1,654	16,391	4,978	9,420	4,059	6,264	1,808	71,935	7,568	79,503
Interest expense	35,753	3,195	2,356	19,742	7,086	13,406	5,777	8,918	2,571	98,804	15,153	113,957
Legal fees	12,259	1,095	807	6,768	2,429	4,597	3,931	3,057	882	35,825	3,498	39,323
Membership dues	17,624	1,265	925	8,769	3,100	5,404	2,995	5,696	1,160	46,938	8,670	55,608
Occupancy expenses	141,978	3,110	2,309	35,587	8,584	590,404	8,846	47,736	2,555	841,109	10,283	851,392
Office expenses	73,270	4,176	5,002	28,974	11,265	28,881	19,254	21,067	3,546	195,435	20,893	216,328
Other expenses	5,159	329	258	4,128	730	2,310	821	1,999	1,420	17,154	12,015	29,169
Other professional fees	106,847	9,396	7,340	58,509	21,009	41,657	17,534	26,502	8,653	297,447	58,786	356,233
Program supplies	32,379	1,574	3,349	12,847	6,689	9,436	13,439	9,355	34,651	123,719	10,843	134,562
Travel	88,078	1,623	6,953	12,184	103	56,768	30,690	1,130	45	197,574	1,970	199,544
	4,450,932	243,821	229,971	2,329,607	745,489	1,876,360	678,106	1,370,779	148,951	12,074,016	1,089,423	13,163,439
Administrative allocation	401,600	22,000	20,750	210,198	67,265	169,302	61,185	123,684	13,439	1,089,423	(1,089,423)	-
Total program expenses	\$ 4,852,532	\$ 265,821	\$ 250,721	\$ 2,539,805	\$ 812,754	\$ 2,045,662	\$ 739,291	\$ 1,494,463	\$ 162,390	\$ 13,163,439	\$ -	\$ 13,163,439

**BOARD OF DIRECTORS FY2019**

**Ron Lague**  
Chairperson

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[ron@klmcpas.com](mailto:ron@klmcpas.com)

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Vice Chair

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**Judi Ryan**  
Secretary

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**Myhanh Nguyen, MD**

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**Maria Gudinas**

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# VICTOR TOPO

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## President/Chief Executive Officer

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Successful 32-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
- Collaboration
- Strategic partnerships
- Strong relationship with funders
- Community building
- Innovation

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## 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 including two residential facilities.

**Key results:**

- Restructured senior management increasing direct reports from three to six.
- Revenues increased from 6.5 million to 13 million.
- 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 behavioral health care with physician healthcare. Integrated behavioral health services into two Primary Care/Pediatric Practices and two Specialty Practices 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 and implementation of an Electronic Health Record (EHR) called webAISCE. Software now includes e-prescribing and has begun acquiring Meaningful Use dollars with regular upgrades over course of fifteen years.
- Adopted Neurostar Transcranial Magnetic Stimulation (TMS) in 2010 as newest neuro tech treatment for treatment resistant 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



## VICTOR TOPO

-Page 2-

### 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.

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## 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**

**Behavioral Health Network – 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**

**Michael J. Bergeron**

**PROFESSIONAL PROFILE:**

- Thirty-five plus years of extensive clinical background and skills combined with proven administrative and financial management experience. Reputation for high integrity, loyalty, dependability, hard work, dedication, attention to detail, and goal achievement. Proven history of successful program development.

**EXPERIENCE:**

**CLM Center for Life Management, Salem, NH** 9/99--Present  
**Vice President, Chief Financial Officer**

- Executive/administrative responsibility for Finance, Accounting, Accounts Receivable, Accounts Payable, Payroll, and Facilities/Operations. Primary responsibilities for fiscal management and reporting and regulatory compliance, budget development, monitoring and management, state & vendor contracting, employee benefits negotiations, facilities management and financing, board reporting, and lender relations.

**CLM Center for Life Management, Salem, NH** 11/87--9/99  
**Director, Case Management Services**

- Complete administrative, operational, and supervisory responsibility for the initial development and ongoing management of discrete case management services within the context of a multi-disciplinary treatment team model of community support programs. Led the expansion of this service to all populations, and guided transformation from a fully funded to a revenue generating service with \$1.4 million of annual billing and significant budget surpluses. Assisted with the design and development of customized network database system for case management and clinical desk top applications. Responsible for State audits resulting in ninety-five plus percent contract compliancy ratings. Member of management council, budget committee, strategic planning group, mission statement work group, communication committee, TBS TQM initiative, and invited by the Board to the CEO search committee.

**Hampstead Hospital,, Hampstead, NH** 10/76--10/87  
**Senior Psychiatric Counselor**

- Provided individual, group, and family counseling as well as milieu management services and staff training. Instrumental in the expansion of the counseling role and responsibility. Appointed senior counselor by the Medical Director in recognition of this initiative and overall performance.

**Prudential Insurance Company, Lawrence, MA** 9/75--10/76  
**Special Agent**

- Sales and marketing of complete insurance portfolio including life, health, property-casualty, and retirement.

**Raytheon Company, Andover, MA** 5/73--3/75  
**Government Property Coordinator**

- Management of utilization and disposition of government property, facilities, tooling, and test equipment in accordance with contract stipulations.

**Holy Family Hospital, Methuen, MA** 6/70--6/72  
**Psychiatric Counselor**

- Provided individual, group, and family counseling. Assisted with other indicated medical procedures such as electroconvulsive therapy, and participated in milieu management and activities.

**EDUCATION:**

- New Hampshire College, Graduate School of Business, Manchester, NH  
M.B.A. Degree 1987
- Fitchburg State College, Graduate School of Guidance and Counseling, Fitchburg, MA  
18 Graduate Hours in Counseling 1973
- Nathaniel Hawthorne College, Antrim, NH  
B.A. Degree 1971

**LICENSES AND PROFESSIONAL AFFILIATIONS:**

- Licensed Certified Social Worker, Massachusetts License #3028-2-051-181
- Member in Good Standing National Association of Social Workers

# Steve Arnault

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**Objective** To obtain a position where I can maximize my multilayer of management skills, quality assurance, program development, experience as an educator, customer service, and a successful track record in the health care environment.

## Professional Experience

Lead Healthcare Systems Align, LLC  
Nottingham, NH 1/2010 – Present

[Healthcare Systems Align.com](http://HealthcareSystemsAlign.com)

- Provide consultation to agencies, medical practices and practitioners to establish systems of integrated healthcare that includes practice patterns, billing strategies, quality and compliance strategy, policy development, outcome measurement and supervision.

VP of Quality, Compliance Center for Life Management, Derry, NH 1/2009 - Present  
[www.centerforlifemanagement.org](http://www.centerforlifemanagement.org)

- Senior management position in mental health center serving 6000 consumers  
Responsibilities include development, implementation and monitoring of strategies and systems to continuously improve the quality of services to consumers. Assure compliance to state and federal regulations.
- Develop and maintain systems to assure fidelity to evidence based practices.
- Continuous development of EMR and associated staff training.
- Establish and maintain outcome measures and their incorporation into QI/UR initiatives.
- Develop and implement projects to improve the quality of care.
- Chair of agency Safety Committee.

Director, Behavioral Health Portsmouth Regional Hospital 1/2006 - 12/2009  
Services Portsmouth, NH

- Responsible for clinical, administrative and fiscal management of service line which includes 22 bed inpatient psychiatric unit, Psychiatric Assessment and Referral Service and interdepartmental service. Supervision of an Assistant Director and Coordinator, Responsible for 85 staff. Oversee the integration of behavioral health into primary care. Manage annual budget of 10.5 million dollars.
- Chair Directors Operations Meeting. Coordinate monthly meeting of hospital departmental directors.
- Co-chair of Patient Flow Committee. Analysis and development of data systems to monitor patient throughput. Develop and implement strategies to improve the efficiency of care.

# Steve Arnault

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Assistant Director of Behavioral Health Services      Portsmouth Regional Hospital  
Portsmouth, NH      4/2005 – 1/2006

- Responsible for the clinical and administrative functioning of the Psychiatric assessment and Referral Service (PARS). Manage annual budget of 600K.
- Supervision of 22 clinicians who provide psychiatric crisis assessments, admissions, intake and referral 24 hours a day.
- Supervision, oversight and development of the Interdepartmental Service: 3 clinicians who provide psychiatric assessment, consultation and therapy to patients admitted medically to the hospital.

Director of Adult Services      Community Partners; Dover, NH      11/2001 – 4/2005

- Responsible for the clinical, administrative and financial operations of the Adult Outpatient Therapy, EAP, Admissions, Emergency Services, Geriatric and Acute Service programs (PHP/IOP) serving Strafford County. Supervised 4 managers responsible for 26 staff. Manage annual budget of 3 million dollars.

Clinical Director of Community Support Prog.      Riverbend Community Mental Health Ctr  
Concord, NH      9/2000 – 11/2001

- Responsible for the clinical, administrative and fiscal operations of programs serving 554 consumers with severe and persistent mental illness. Directly supervise 5 managers responsible for 60 staff. Development and oversight of annual budget of 4 million dollars.

Treatment Team Coordinator      Riverbend Community Mental Health Ctr  
Concord, NH      8/1996 – 9/2000

- Clinical and administrative supervision of a multidisciplinary team of 12 direct care staff. Serving an average of 100 individuals with severe and persistent mental illness.

Team Leader      Strafford Guidance Center; Dover, NH      1/1993 – 8/1996

- Clinical and administrative supervision of 8 direct care staff. Serving an average of 80 individuals with severe and persistent mental illness.
- Developed the first interagency treatment team to serve individuals with severe and persistent mental illness and developmental disabilities in NH.

Clinical Case Manager      Strafford Guidance Center; Dover, NH      1/1992 – 12/1993

- Provided psychotherapy and case management services to individuals with severe and persistent mental illness and substance abuse issues as part of The Continuous Treatment Team study through Dartmouth College.

# Steve Arnault

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Assistant Director / Residential Resources; Keene, NH 1/1989 – 1/1992  
Behavioral Specialist

- Directed all administrative, fiscal and clinical activities for 5 group homes and 3 supported living arrangements serving people with developmental disabilities. Provide behavioral consultation to individuals with behavioral/functional challenges.

Behavioral Specialist / The Center for Humanistic Change 8/1986 – 1/1989  
Clinical Supervisor Manchester, NH

- Provide behavioral consultation to individuals facing behavioral/functional challenges in group homes, day programs, vocational and family settings. Supervised 2 clinicians.

House Manager Greater Lawrence Psychological Center 6/1984 – 8/1986  
Lawrence, MA

- Administrative, clinical and financial management of a group home serving 4 men with severe and persistent mental illness.

## Teaching & Educational Experience

Adjunct Faculty New England College; Henniker, NH 9/1994 - Present  
[www.nec.edu](http://www.nec.edu)

- Teach graduate and undergraduate courses in psychology, counseling, program development and evaluation

Director of Masters Degree Program in New England College; Henniker, NH 1/1998 – 3/2002  
Mental Health Counseling

- Developed and implemented curriculum for degree program.
- Oversight of curriculum to insure quality, academic standards and student retention.
- Development and execution of marketing plan.
- Provided academic advising and mentoring to students.
- Faculty recruitment, supervision and monitoring of academic quality

Curriculum Consultant New England College; Henniker, NH Fall 2012 - Present

- Developed curricula for a certificate and C.A.G.S. in the integration of behavioral health into primary medicine.

# Steve Arnault

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- Curriculum Consultant      **Bruce Mast and Associates; Portsmouth, NH**      Fall 2008 --  
[www.bmaleadership.com](http://www.bmaleadership.com)      Spring 2010
- Co-authored Masters of Science Degree in Healthcare Transformative Leadership.
  - Marketed degree to colleges, worked with senior administrations toward implementation, wrote course descriptions for academic catalogues, recruited faculty.
  - Judge for BuisnessNH Magazine's 10 Best Companies to Work For contest, 2010-2012. Lead Judge for last two years

<b>Education</b>	Masters of Arts Counseling Psychology	Antioch New England Graduate School Keene, NH	1989
	Bachelor of Arts Psychology	Plymouth State College; Plymouth, NH	1984
<b>Community Service</b>	Board July 2008-November 2009	SeaCare Health Services <u><a href="http://WWW.Seacarehealthservices.org">WWW.Seacarehealthservices.org</a></u>	8/2012- Present

## Publications

Hudgins, C., Rose, S., Fifield, P.Y., Arnault, S., (2014). The Ethics of Integration: Where Policy and Practice Collide. In Hodgon, J., Lamson, A., Mendenhall, T., Russell Crane, D. (eds) *Medical Family Therapy: Advanced Applications*. (First Edition, pp. 381-401) Dordrecht, Switzerland, Springer International Publishing.

Hudgins, C., Rose, S., Fifield, P.Y., Arnault, S., (2013). Navigating the ethical foundations of informed consent and confidentiality in integrated primary care. *Families, Systems, & Health*. 31, 9-19

## ISABEL NORIAN, MD

CENTER FOR LIFE MANAGEMENT  
10 TSIENNETO ROAD., DERRY, NH 03038  
603.434.1577

### EDUCATION

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- |            |   |                                     |
|------------|---|-------------------------------------|
| 7/01-6/05  | University of Connecticut<br><i>Psychiatry Resident.</i> Outpatient Chief Resident. President, Resident's Council.<br>Residency Training Committee. Psychotherapy Training Committee. Presenter,<br>Grand Rounds. | Farmington, CT                      |
| 9/99-5/01  | University of St. Eustatius<br><i>Doctor of Medicine.</i> All clinical rotations completed in the United States.  | St. Eustatius, Netherlands-Antilles |
| 9/97-8/99  | Saba University School of Medicine<br><i>Candidate for Doctor of Medicine.</i> Completed the basic sciences.  | Saba, Netherlands-Antilles          |
| 9/93-6/97  | Harvard/Radcliffe College<br><i>Bachelor of Arts, Cum Laude.</i> Germanic Languages and Literature, pre-medicine<br>studies.  | Cambridge, MA                       |
| 9/96-12/96 | Uppsala University<br><i>Undergraduate student.</i> Swedish Language and Literature.  | Uppsala, Sweden                     |
| 9/89-6/93  | Quabbin Regional High School<br><i>Valedictorian. National Honor Society.</i>   | Barre, MA                           |

### WORK EXPERIENCE

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- |              |  |                |
|--------------|--|----------------|
| 7/13-present | Center for Life Management<br><i>Medical Director.</i> Clinical responsibilities primarily in providing medication<br>management services in the outpatient clinic setting. Administrative<br>responsibilities as medical director, including supervision of medical staff.<br>Certified in Transcranial Magnetic Stimulation. Clinical preceptorship of APRN<br>student from Rivier University.   | Derry, NH      |
| 7/09-6/13    | UVM College of Medicine/Fletcher Allen Health Care<br>7/09- 6/13 <i>Assistant Professor of Psychiatry.</i> Full-time faculty and medical staff.<br>7/09-6/13 <i>Attending psychiatrist,</i> inpatient psychiatry service. Most work<br>done on the secure, high-acuity inpatient psychiatry unit.<br>Starting 12/12, providing part-time coverage (coupled with<br>coverage at the Seneca Center). | Burlington, VT |



12/12-6/13 *Attending psychiatrist*, partial hospitalization program and intensive outpatient program (Seneca Center). Providing part-time coverage (coupled with coverage on the inpatient service).

4/12-6/13 *Director of Medical Student Education*, Department of Psychiatry. *Psychiatry Clerkship Director*, UVM College of Medicine. Chair of the Medical Student Education Committee (Dept of Psychiatry). Member of the: Education Policy Committee (Dept of Psychiatry), Residency Training Committee (Dept of Psychiatry), Clerkship Directors' Committee (UVM College of Medicine).

6/08-6/09 Danbury Hospital Danbury, CT  
*Attending psychiatrist*. Adult inpatient unit. Clinical instruction of New York Medical College residents and medical students, St. George's University medical students, and Quinnipiac University physician assistant students. Member, Pharmacy and Therapeutics Committee.

10/06-6/08 Hall-Brooke Behavioral Health Services Westport, CT  
*Attending Psychiatrist*. Adult inpatient unit. Pharmacy and Therapeutics Committee. Staff privileges at St Vincent's Medical Center in Bridgeport, CT.

10/05-10/06 Arbour Hospital Boston, MA  
*Attending Psychiatrist*. Adult inpatient units and Crisis Intervention Services.

#### **MEDICAL LICENSURE**

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Current licensure: New Hampshire

Past licensure: Connecticut, Maine, Vermont, Massachusetts, New York

#### **BOARD CERTIFICATION**

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9/9/11 American Board of Psychiatry and Neurology (Certificate No. 69019)

#### **PROFESSIONAL MEMBERSHIP**

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2003-present American Psychiatric Association  
 2003-2005 Connecticut Psychiatric Society  
 2003-2004 Area 1 MIT Deputy Representative, Assembly of the APA  
 2004-2005 Area 1 MIT Representative, Assembly of the APA  
 2005-2006 Massachusetts Psychiatric Society  
 2005-2011 Committee on Bylaws, Assembly of the APA  
 2006-2009 Connecticut Psychiatric Society  
 2009-2013 Vermont Medical Society  
 2012-present Association of Directors of Medical Student Education in Psychiatry (ADMSEP)  
 2013-present New Hampshire Deputy Rep for Area 1, Assembly of the APA  
 2013-present New Hampshire Psychiatric Society (Board Member)  
 2014-present American Association of Community Psychiatrists  
 2015-present Chairperson, Assembly Committee on Public & Community Psychiatry, APA  
 2015 House Bill 564 Work Group (addressing Prior Authorizations for Managed Medicaid)

**NH Department of Health and Human Services**

**CLM Center For Life Management**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Vic Topo	President/CEO	\$159,900	32%	\$51,168.00
Michael Bergeron	Vice President/CFO	\$129,150	32%	\$41,628.00
Steve Arnault	Vice President Operations/QI	\$109,675	32%	\$35,096.00
Isabel Norian	Medical Director	\$161,437	32%	\$51,660.00



#A mac

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

Jeffrey A. Meyers  
 Commissioner

Katja S. Fox  
 Director

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

June 9, 2017

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

**REQUESTED ACTION**

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

Summary of contracted amounts by vendor:

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

**Please see attached financial detail.**

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

## EXPLANATION

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

These ten (10) agreements include provisions for:

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

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

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

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

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

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

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

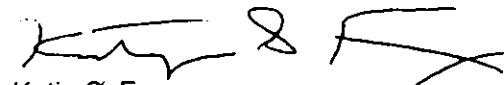
All residential and partial hospital programs are licensed/certified when required by State laws and regulations in order to provide for the life safety of the persons served in these programs. Copies of all applicable licenses/certifications are on file with the Department of Health and Human Services.

Area served: Statewide.

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

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

Respectfully submitted



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

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

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

CFDA # 93.778  
FAIN 1705NH5MAP

Northern Human Services

Vendor # 177222

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

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

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

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

Vendor # 154480

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

Riverbend Community Mental Health, Inc.

Vendor # 177192

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

Monadnock Family Services

Vendor # 177510

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

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

Vendor # 154112

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

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

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

Seacoast Mental Health Center, Inc.

Vendor # 174089

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

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

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

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

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

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

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

100% Federal Funds

CFDA #  
FAIN

N/A  
N/A

Northern Human Services

Vendor # 177222

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

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

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

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

Vendor # 154480

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

Riverbend Community Mental Health, Inc.

Vendor # 177192

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

Monadnock Family Services

Vendor # 177510

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

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

Vendor # 154112

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

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

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

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

Seacoast Mental Health Center, Inc.

Vendor # 174089

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

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

Vendor # 177278

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

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

Vendor # 174116

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



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

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

CFDA # N/A  
FAIN N/A

Northern Human Services

Vendor # 177222

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

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

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

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

Vendor # 154480

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

Riverbend Community Mental Health, Inc.

Vendor # 177192

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

Monadnock Family Services

Vendor # 177510

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

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

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

Seacoast Mental Health Center, Inc.

Vendor # 174089

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

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

Vendor # 177278

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

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

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

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

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

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

Northern Human Services Vendor # 177222

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

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

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

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

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

Riverbend Community Mental Health, Inc. Vendor # 177192

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

Monadnock Family Services Vendor # 177510

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

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

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

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

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

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

Seacoast Mental Health Center, Inc.

Vendor # 174089

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

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

Vendor # 177278

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

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

Vendor # 174116

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

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

CFDA #

93.150

FAIN

SM016030-14

Riverbend Community Mental Health, Inc.

Vendor # 177192

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

Monadnock Family Services

Vendor # 177510

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

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

Vendor # 154112

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

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

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

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

Seacoast Mental Health Center, Inc.

Vendor # 174089

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

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

Vendor # 174116

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

**05-95-92-920510-3380, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:  
BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES  
2% General Funds, 98% Federal Funds**

CFDA # 93.959  
FAIN T1010035

Seacoast Mental Health Center, Inc.

Vendor # 174089

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

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

CFDA # 93.043  
FAIN 17AANHT3PH

Seacoast Mental Health Center, Inc.

Vendor # 174089

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



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

**Denis Goulet**  
Commissioner

June 16, 2017

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

Dear Commissioner Meyers:

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

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

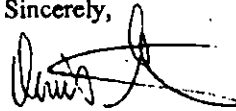
The Department of Health and Human Services requests to enter into an agreement to promote recovery from mental illness by providing non-Medicaid community mental health services for approximately 45,000 adults, children and families without insurance for eligible residents in the State of New Hampshire.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

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

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

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

Sincerely,

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

Denis Goulet

DG/kaf  
DoIT #2018-074

Subject: Mental Health Services (SS-2018-DBH-01-MENTA-10)

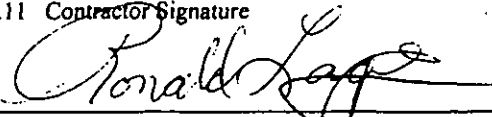
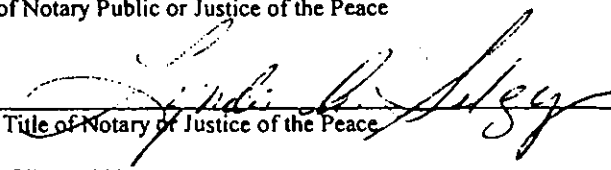
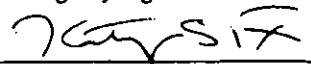
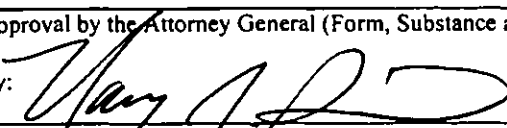
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management		1.4 Contractor Address 10 Tsienneto Road Derry, NH 03038	
1.5 Contractor Phone Number 603-434-1577	1.6 Account Number 05-95-92-922010-[4117, 4121, 2053]; 05-95-42-421010-2958; 05-95-42-423010-7926	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$778,122
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ronald Lague, Chairman, Board of Directors	
1.13 Acknowledgement: State of New Hampshire County of Rockingham On <u>June 7, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary of Justice of the Peace Lynda Silegy / Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katy S Fox Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/13/2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

*BAJ*  
*6/7/17*



Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

  
6/7/17



## SCOPE OF SERVICES

### 1. PROVISIONS APPLICABLE TO ALL SERVICES

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

### 2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

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

### 3. PROVISION OF CARE IN EMERGENCY DEPARTMENTS

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



Exhibit A

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

**4. QUALITY IMPROVEMENT**

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



Exhibit A

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

**5. SUBSTANCE USE SCREENING**

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

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

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

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

**7. COORDINATION WITH PRIMARY CARE PROVIDER**

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

**8. TRANSITION OF CARE**

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



**9. APPLICATION FOR OTHER SERVICES**

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

**10. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS**

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

**11. MAINTENANCE OF FISCAL INTEGRITY**

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

**11.1.1. Days of Cash on Hand:**

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

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

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

**11.1.2. Current Ratio:**

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

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

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



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11.1.3. Debt Service Coverage Ratio:

- 11.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 11.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 11.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 11.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 11.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

11.1.4. Net Assets to Total Assets:

- 11.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 11.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 11.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 11.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 11.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

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

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

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 11.2.1. and/or 11.2.2. has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

11.3. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.

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

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Exhibit A

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

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

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

**12. REPORTING REQUIREMENTS**

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

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

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

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

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

**13. REDUCTION OR SUSPENSION OF FUNDING**

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

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

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



Exhibit A

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

**14. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR**

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

**15. DATA REPORTING**

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

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Date: 6/7/17



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

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

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

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

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Exhibit A

**17. EMERGENCY SERVICES**

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

**18. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS**

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

**19. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)**

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

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Exhibit A

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

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

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

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

**21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)**

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

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

21.3. Activities that may be funded:

21.3.1. Costs Associated with Phoenix Database:

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

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

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

21.3.1.4. Staff training for collecting new data elements.

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

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

21.4. Other conditions for payment:

21.4.1. Progress Reports from the Contractor shall:

21.4.1.1. Outline activities related to Phoenix database;

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

21.4.1.3. Include progress to meet anticipated deadlines as specified.

21.4.2. Payments:

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

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



Exhibit A

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

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

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



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

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

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

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

*[Handwritten Signature]*  
Date: 6/7/17



Exhibit A

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

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

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

Handwritten date '6/7/17' in black ink.





Exhibit B

**Method and Conditions Precedent to Payment**

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

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

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

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

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



Exhibit B

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

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

9. Other Contract Programs:

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

Program To Be Funded	SFY18 Amount	SFY19 Amount
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$121,846	\$121,846
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000
Behavioral Health Services Information System (BHSIS)	\$ 5,000	\$ 5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	\$ 4,000	
Rehabilitation for Empowerment, Education and Work (RENEW)	\$ 3,945	\$ 3,945
Projects For Assistance In Transition From Homelessness (PATH) Services	\$ 29,500	\$ 29,500
<b>Total</b>	<b>\$391,061</b>	<b>\$387,061</b>

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

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

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

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

- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10<sup>th</sup>) 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.

*[Handwritten Signature]*  
6/7/17



Exhibit B

The invoice must be submitted to:

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

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

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

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

New Hampshire Department of Health and Human Services  
Mental Health Services



Exhibit B, Appendix 1

FISCAL PERIOD:  
SFY \_\_\_\_\_ BUDGET

	Total Agency	Total Administration 100	Total Programs	Maintenance 100	Children & Adolescents 101	Older Adult Services 102	Inmate 103	Emergency Services/ Assessment 104	Brinkhoff 105	Intensive Partial Hospital 107	Restorative Partial Hospital 108
<b>400 PROG. SERV. FEES</b>											
401 Mail order fees	0	0	0	0	0	0	0	0	0	0	0
402 PBO's	0	0	0	0	0	0	0	0	0	0	0
403 SCBS	0	0	0	0	0	0	0	0	0	0	0
404 MedBook	0	0	0	0	0	0	0	0	0	0	0
406 Medicare	0	0	0	0	0	0	0	0	0	0	0
408 Other Insurance	0	0	0	0	0	0	0	0	0	0	0
411 Other program fees	0	0	0	0	0	0	0	0	0	0	0
<b>SUBTOTAL</b>	0	0	0	0	0	0	0	0	0	0	0
<b>420 PROG. SALES</b>											
421 Production	0	0	0	0	0	0	0	0	0	0	0
422 Services	0	0	0	0	0	0	0	0	0	0	0
<b>430 PUBLIC SUPPORT</b>											
431 United Way	0	0	0	0	0	0	0	0	0	0	0
432 Local/County Government	0	0	0	0	0	0	0	0	0	0	0
433 Donations/Contributions	0	0	0	0	0	0	0	0	0	0	0
434 Chr. Developmental Services	0	0	0	0	0	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0	0	0	0	0	0
436 Div. Voc. Rehab.	0	0	0	0	0	0	0	0	0	0	0
437 Div. AtorDrug Abuse Prev & Recovery	0	0	0	0	0	0	0	0	0	0	0
438 Div. for Children, Youth & Families	0	0	0	0	0	0	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0	0	0	0	0
<b>440 FEDERAL FUNDING</b>											
441 Block Grants	0	0	0	0	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0	0	0	0	0
446 Other Federal Grants	0	0	0	0	0	0	0	0	0	0	0
448 PATH	0	0	0	0	0	0	0	0	0	0	0
449 SAMHSA	0	0	0	0	0	0	0	0	0	0	0
<b>450 OTHER REVENUE</b>											
451 Rental Income	0	0	0	0	0	0	0	0	0	0	0
452 Interest Income	0	0	0	0	0	0	0	0	0	0	0
453 In-Kind Donations	0	0	0	0	0	0	0	0	0	0	0
454 All Other Revenue	0	0	0	0	0	0	0	0	0	0	0
<b>460 BBH</b>											
461 Div. of Behavioral Health	0	0	0	0	0	0	0	0	0	0	0
462 Other BBH	0	0	0	0	0	0	0	0	0	0	0
<b>SUBTOTAL</b>	0	0	0	0	0	0	0	0	0	0	0
000 General Management Allocation	0	0	0	0	0	0	0	0	0	0	0



New Hampshire Department of Health and Human Services  
Mental Health Services



Exhibit B, Appendix 1

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

*[Handwritten Signature]*  
6/7/17

New Hampshire Department of Health and Human Services  
Mental Health Services



Exhibit B, Appendix 1

761	Client Services	0	0	0	0	0	0	0	0	0	0	0	0
762	Clothing	0	0	0	0	0	0	0	0	0	0	0	0
<b>760</b>	<b>INSURANCE</b>												
761	Malpractice & Bonding	0	0	0	0	0	0	0	0	0	0	0	0
762	Vehicles	0	0	0	0	0	0	0	0	0	0	0	0
763	Comprehensive, Property & Liability	0	0	0	0	0	0	0	0	0	0	0	0
<b>800</b>	<b>OTHER EXPENDITURES</b>												
801	Interest Expense (other than Mortgage Interest)	0	0	0	0	0	0	0	0	0	0	0	0
802	In-Kind Expense	0	0	0	0	0	0	0	0	0	0	0	0
803	Depreciation, Equipment	0	0	0	0	0	0	0	0	0	0	0	0
804	Depreciation, Building	0	0	0	0	0	0	0	0	0	0	0	0
805	Equipment Rental	0	0	0	0	0	0	0	0	0	0	0	0
806	Equipment Maintenance	0	0	0	0	0	0	0	0	0	0	0	0
807	Membership Dues	0	0	0	0	0	0	0	0	0	0	0	0
810	Other Expenditures	0	0	0	0	0	0	0	0	0	0	0	0
	<b>TOTAL EXPENSES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>899</b>	<b>Administrative Allocation</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL PROGRAM EXPENSES</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>SURPLUS(DEFICIT)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Total Revenue - Total Expense (line 40 - 115)</b>												
	BBH Revenue Match	0	-	0	-	-	-	-	-	-	-	-	-
	Total Fees less Medicaid	0	-	0	-	-	-	-	-	-	-	-	-
	BBH Revenue	0	-	0	-	-	-	-	-	-	-	-	-
	Personal Expense	0	-	0	-	-	-	-	-	-	-	-	-

*[Handwritten Signature]*  
6/7/17



**SPECIAL PROVISIONS**

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

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

*RLG*  
Date 6/7/17





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

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

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



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

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



more employees, it will maintain a current 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.

*[Handwritten Signature]*  
6/7/17



**REVISIONS TO GENERAL PROVISIONS**

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

4. **CONDITIONAL NATURE OF AGREEMENT**

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

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


- 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, one hundred and twenty (120) days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

- 10.2. In the event of early termination, the Contractor shall, within sixty (60) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

- 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

- 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

- 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

  
Date 6/7/17



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

*[Handwritten Signature]*  
Date 6/7/17



Exhibit C-1

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

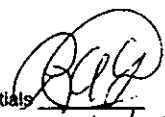
  
Date 6/7/17



Exhibit C-1

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

*RLG*  
Date 10/27/17





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

9.5.1. The Contractor shall submit the following fiscal reports:

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

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

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

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


9.5.1.5. On or before November 1<sup>st</sup> of each fiscal year, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.4. of this Exhibit to DHHS in PDF format.

9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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- 9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
- 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
  - 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30<sup>th</sup> of each fiscal year; and
  - 9.5.3.3. Submit to DHHS all reasonable additional reports and data files by method specified by DHHS as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from subcontractors.
  - 9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
11. Replace Paragraph 12. entitled "Assignment, Delegation and Subcontracts" with the following:
- ASSIGNMENTS, SUBCONTRACTS, MERGER AND SALE.**
- 12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any subcontract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "subcontract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or subcontract has not been included in the Contractor's proposed budget. The Contractor shall submit the written subcontract or assignment to DHHS for approval and obtain DHHS's written approval before executing the subcontractor assignment. This approval requirement shall also apply where the Contractor's total subcontracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

  
Date 4/7/17



- 12.2. The Contractor further agrees that no subcontract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any subcontractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all subcontractors of direct service to clients and will monitor audits to ensure that all subcontractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
12. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
- 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any subcontractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.
13. Replace Paragraph 14.1.1. with the following:
- 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.

Handwritten initials "JG" and date "6/7/17" in black ink.



Exhibit C-1

14. Add the following regarding "Insurance and Bond" to Paragraph 14.:

- 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue;
- 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A; and
- 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
- 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.


15. Add the following regarding "Special Provisions" to Paragraph 22.:

- 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
  - 22.1.1. To provide inpatient services;
  - 22.1.2. To make cash payments to intended recipients of health services;
  - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
  - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
  - 22.1.5. To provide services to persons at local jails or any correctional facility.
- 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
- 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
- 22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

  
6/7/17



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

  
Date 6/7/17



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**REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS**

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

*RLY*  
Date *6/7/17*



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

*Ray*  
6/7/17

New Hampshire Department of Health and Human Services  
Exhibit D



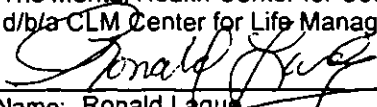
has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 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.

June 7, 2017  
Date

Contractor Name:  
The Mental Health Center for Southern New Hampshire  
d/b/a CLM Center for Life Management  
  
Name: Ronald Lagus  
Title: Chairman, Board of Directors

  
6/7/17





**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

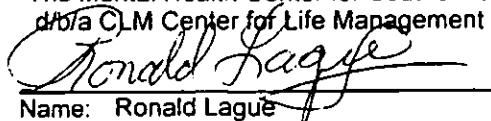
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under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

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

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

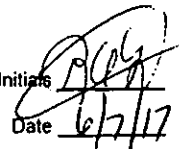
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to 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 Mental Health Center for Southern New Hampshire  
d/b/a CLM Center for Life Management

  
Name: Ronald Lague

Title: Chairman, Board of Directors

June 7, 2017  
Date

  
Date 6/7/17



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

*ROY*  
Date 10/7/17



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

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

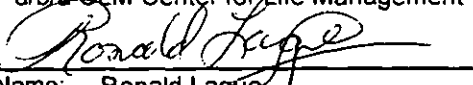
**PRIMARY COVERED TRANSACTIONS**


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

**LOWER TIER COVERED TRANSACTIONS**

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

June 7, 2017  
Date

Contractor Name:  
The Mental Health Center for Southern New Hampshire  
d/b/a CLM Center for Life Management  
  
Name: Ronald Lague  
Title: Chairman, Board of Directors

  
Date 6/7/17



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

June 7, 2017  
Date

Contractor Name:  
The Mental Health Center for Southern New Hampshire  
d/b/a CLM Center for Life Management  
Ronald Lagus  
Name: Ronald Lagus  
Title: Chairman, Board of Directors

Exhibit G

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

Contractor Initials

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6/7/17



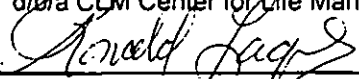
**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:  
The Mental Health Center for Southern New Hampshire  
d/b/a CLM Center for Life Management

  
Name: Ronald Lague  
Title: Chairman, Board of Directors

Jun 7, 2017  
Date


Contractor Initials   
Date 6/7/17



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

*[Handwritten Signature]*

Date 6/7/17



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

*[Handwritten Signature]*  
Date 6/7/17



Exhibit I

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

*[Handwritten Signature]*  
Date 6/7/17



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

*PKR*  
Date 6/7/17



Exhibit I

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

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

Department of Health and Human Services  
The State

*Katja S. Fox*  
Signature of Authorized Representative

Katja S. Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/8/17  
Date

The Mental Health Center for Southern New Hampshire  
d/b/a CLM Center for Life Management

Name of the Contractor  
*Ronald Lague*  
Signature of Authorized Representative

Ronald Lague  
Name of Authorized Representative

Chairman, Board of Directors  
Title of Authorized Representative

June 7, 2017  
Date

Contractor Initials *RL*  
Date 6/7/17