



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF BEHAVIORAL HEALTH

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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May 15, 2013

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

Requested Action

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health to enter into Agreements with vendors to provide community mental health services, in an amount not to exceed \$7,528,167 in the aggregate, effective July 1, 2013, or the date of Governor and Council approval, whichever is later, through June 30, 2014.

Summary of contracted amounts by vendor:

61.63% Federal
38-37% General Fund
0.01% other

Vendor	Amount
Northern Human Services	\$ 521,910
West Central Behavioral Health	\$ 519,699
Genesis Behavioral Health	\$ 507,053
Riverbend Community Mental Health, Inc.	\$ 744,544
Monadnock Family Services	\$ 436,270
Greater Nashua Mental Health Center at Community Council	\$1,022,852
The Mental Health Center of Greater Manchester	\$1,698,723
Seacoast Mental Health Center, Inc.	\$1,088,161
Community Partners of Strafford County	\$ 470,398
CLM Center for Life Management	\$ 518,557
TOTAL	\$7,528,167

Funds are anticipated to be available in the following accounts in state fiscal year 2014 based upon the availability and continued appropriation of funds in the future operating budget:

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

05-95-92-920010-7851 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH DATA COLLECTION (100% Federal Funds)

05-95-92-920010-2087 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MIPCD GRANT (100% Federal Funds)

05-95-92-920010-1858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, EDI GRANT (100% Federal Funds)

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD FAMILY SERVICES (44% General Funds, 54% Federal Funds, 2% Other Funds)

05-95-42-421010-2969 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD ABUSE PREVENTION CAPTA (100% Federal Funds)

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

05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP (100% Federal Funds)

05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVS, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES (100% Federal Funds)

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

Explanation

This package includes 10 of the 10 contracts the Bureau of Behavioral Health has negotiated with the Community Mental Health Centers for a total of \$7,528,167. This represents the complete procurement of community mental health services for state fiscal year 2014.

The agreement is for community mental health services for approximately 52,779 adults, children and families. The services are specified in NH Administrative Rule He-M 426 and include 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. Services to be provided 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. Included in this agreement are estimates on the number of clients to be served and the projected units of service for each program.

The agreement also provides for the transition to Medicaid Care Management for individuals who are eligible to enroll.

The services provided by this vendor are of two types:

- 1.) services provided to Medicaid clients; and
- 2.) non-Medicaid related services, such as, Emergency Services to adults, children and families without insurance.

Should Governor and Council determine not to approve this Request, approximately 52,779 adults, children and families in the state will not receive community mental health services, as required by NH RSA 135-C:13. Many of these individuals will experience a relapse of symptoms. They will seek costly services at hospital emergency

departments due to the risk of harm to themselves or others and will be at significant risk without treatment or interventions. These individuals will 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.

This agreement is not subject to the competitive bidding requirement of NH ADM 601.03. The Bureau of Behavioral Health contracts for services through the community mental health center designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and State regulation NH He-M 403.

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

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

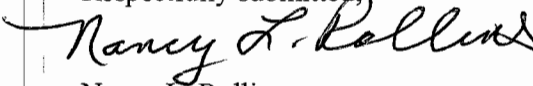
All residential and partial hospital programs are licensed/certified when required by State laws and regulations in order to provide for the life safety of the persons served in these programs. Copies of all applicable licenses/certifications are on file with the Department of Health and Human Services.

Area served: Statewide.

Source of funds: Varies by vendor. Please see attached financial detail by community mental health center.

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

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

NLR/PBR/sl
G&C FY14 CMHC

Enclosures

BUREAU OF BEHAVIORAL HEALTH
STATE FISCAL YEAR 2014 COMMUNITY MENTAL HEALTH CENTER CONTRACTS (10)
FINANCIAL DETAIL

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

Northern Human Services (Vendor number 177222)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92205945	\$215,906

West Central Behavioral Health (Vendor number 177654)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92205945	\$251,827

Genesis Behavioral Health (Vendor number 154480)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92205945	\$264,117

Riverbend Community Mental Health, Inc. (Vendor number 177192)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92205945	\$ 490,295

Monadnock Family Services (Vendor number 177510)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92205945	\$233,635

Greater Nashua Mental Health Center at Community Council (Vendor number 154112)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92205945	\$714,680

The Mental Health Center of Greater Manchester (Vendor number 177184)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92205945	\$1,337,861

Seacoast Mental Health Center, Inc. (Vendor number 174089)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92205945	\$697,289

Community Partners of Strafford County (Vendor number 177278)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92205945	\$202,526

CLM Center for Life Management (Vendor number 174116)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92205945	\$221,185

Subtotal

\$4,629,321

05-95-92-920010-7851 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH DATA COLLECTION (100% Federal Funds)

Northern Human Services (Vendor number 177222)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92207851	\$10,000
West Central Behavioral Health (Vendor number 177654)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92207851	\$10,000
Genesis Behavioral Health (Vendor number 154480)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92207851	\$10,000
Riverbend Community Mental Health, Inc. (Vendor number 177192)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92207851	\$10,000
Monadnock Family Services (Vendor number 177510)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92207851	\$10,000
Greater Nashua Mental Health Center at Community Council (Vendor number 154112)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92207851	\$10,000
The Mental Health Center of Greater Manchester (Vendor number 177184)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92207851	\$10,000
Seacoast Mental Health Center, Inc. (Vendor number 174089)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92207851	\$10,000
Community Partners of Strafford County (Vendor number 177278)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92207851	\$10,000
CLM Center for Life Management (Vendor number 174116)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92207851	\$10,000
Subtotal			\$100,000

**05-95-92-920010-2087 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH,
MIPCD GRANT (100% Federal Funds)**

Northern Human Services (Vendor number 177222)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92202087	\$154,194

West Central Behavioral Health (Vendor number 177654)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92202087	\$154,602

Genesis Behavioral Health (Vendor number 154480)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92202087	\$129,666

Riverbend Community Mental Health, Inc. (Vendor number 177192)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92202087	\$104,729

Monadnock Family Services (Vendor number 177510)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92202087	\$52,365

Greater Nashua Mental Health Center at Community Council (Vendor number 154112)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92202087	\$154,602

The Mental Health Center of Greater Manchester (Vendor number 177184)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92202087	\$205,701

Seacoast Mental Health Center, Inc. (Vendor number 174089)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92202087	\$154,602

Community Partners of Strafford County (Vendor number 177278)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92202087	\$154,602

CLM Center for Life Management (Vendor number 174116)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	92202087	\$154,602

Subtotal

\$1,419,665

**05-95-92-920010-1858 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, EDI
GRANT (100% Federal Funds)**

Northern Human Services (Vendor number 177222)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
502-0891	Contracts for Program Services	92201858	\$1,500
West Central Behavioral Health (Vendor number 177654)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
502-0891	Contracts for Program Services	92201858	\$1,500
Genesis Behavioral Health (Vendor number 154480)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
502-0891	Contracts for Program Services	92201858	\$1,500
Riverbend Community Mental Health, Inc. (Vendor number 177192)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
502-0891	Contracts for Program Services	92201858	\$1,500
Monadnock Family Services (Vendor number 177510)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
502-0891	Contracts for Program Services	92201858	\$1,500
Greater Nashua Mental Health Center at Community Council (Vendor number 154112)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
502-0891	Contracts for Program Services	92201858	\$1,500
The Mental Health Center of Greater Manchester (Vendor number 177184)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
502-0891	Contracts for Program Services	92201858	\$1,500
Seacoast Mental Health Center, Inc. (Vendor number 174089)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
502-0891	Contracts for Program Services	92201858	\$1,500
Community Partners of Strafford County (Vendor number 177278)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
502-0891	Contracts for Program Services	92201858	\$1,500
CLM Center for Life Management (Vendor number 174116)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
502-0891	Contracts for Program Services	92201858	\$1,500
Subtotal			\$15,000

**05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD FAMILY SERVICES
(44% General Funds, 54% Federal Funds, 2% Other Funds)**

Northern Human Services (Vendor number 177222)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
550-0398	Contracts for Program Services	42105824	\$5,310

West Central Behavioral Health (Vendor number 177654)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
550-0398	Contracts for Program Services	42105824	\$1,770

Genesis Behavioral Health (Vendor number 154480)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
550-0398	Contracts for Program Services	42105824	\$1,770

Riverbend Community Mental Health, Inc. (Vendor number 177192)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
550-0398	Contracts for Program Services	42105824	\$1,770

Monadnock Family Services (Vendor number 177510)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
550-0398	Contracts for Program Services	42105824	\$1,770

Greater Nashua Mental Health Center at Community Council (Vendor number 154112)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
550-0398	Contracts for Program Services	42105824	\$1,770

The Mental Health Center of Greater Manchester (Vendor number 177184)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
550-0398	Contracts for Program Services	42105824	\$3,540

Seacoast Mental Health Center, Inc. (Vendor number 174089)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
550-0398	Contracts for Program Services	42105824	\$1,770

Community Partners of Strafford County (Vendor number 177278)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
550-0398	Contracts for Program Services	42105824	\$1,770

CLM Center for Life Management (Vendor number 174116)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
550-0398	Contracts for Program Services	42105824	\$1,770

Subtotal			\$23,010

**05-95-42-421010-2969 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD ABUSE PREVENTION
CAPTA (100% Federal Funds)**

Northern Human Services (Vendor number 177222)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	42106901	\$35,000

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

Riverbend Community Mental Health, Inc. (Vendor number 177192)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	42307150	\$36,250

Monadnock Family Services (Vendor number 177510)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	42307150	\$37,000

Greater Nashua Mental Health Center at Community Council (Vendor number 154112)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	42307150	\$40,300

The Mental Health Center of Greater Manchester (Vendor number 177184)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	42307150	\$40,121

Seacoast Mental Health Center, Inc. (Vendor number 174089)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	42307150	\$25,000

CLM Center for Life Management (Vendor number 174116)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	42307150	\$29,500

Subtotal			\$208,171

**05-95-49-490510-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, COMMUNITY BASED CARE
SERVICES, BALANCE INCENTIVE PROGRAM BIP (100% Federal Funds)**

Northern Human Services (Vendor number 177222)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	49052985	\$100,000

West Central Behavioral Health (Vendor number 177654)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	49052985	\$100,000

Genesis Behavioral Health (Vendor number 154480)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	49052985	\$100,000

Riverbend Community Mental Health, Inc. (Vendor number 177192)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	49052985	\$100,000

Monadnock Family Services (Vendor number 177510)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	49052985	\$100,000

Greater Nashua Mental Health Center at Community Council (Vendor number 154112)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	49052985	\$100,000

The Mental Health Center of Greater Manchester (Vendor number 177184)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	49052985	\$100,000

Seacoast Mental Health Center, Inc. (Vendor number 174089)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	49052985	\$100,000

Community Partners of Strafford County (Vendor number 177278)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	49052985	\$100,000

CLM Center for Life Management (Vendor number 174116)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	49052985	\$100,000

Subtotal			\$1,000,000

**05-95-49-491510-2988 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVS, BUREAU OF DRUG & ALCOHOL
SVCS, PREVENTION SERVICES (100% Federal Funds)**

Seacoast Mental Health Center, Inc. (Vendor number 174089)

<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	49156502	\$63,000

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

Seacoast Mental Health Center, Inc. (Vendor number 174089)

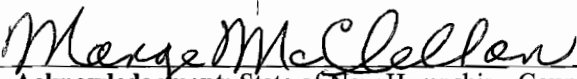
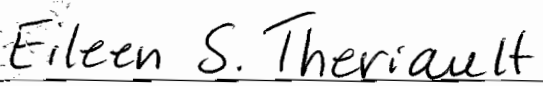
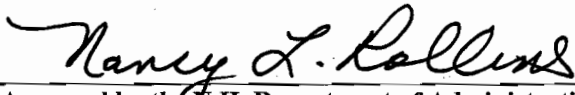
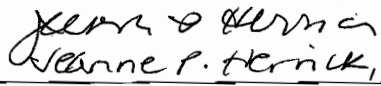
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2014</u>
102-0731	Contracts for Program Services	48108462	\$35,000

Total			\$7,528,167

Subject: To Provide Mental Health Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH DHHS-Division of Community Based Services Bureau of Behavioral Health		1.2 State Agency Address 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name Northern Human Services		1.4 Contractor Address 87 Washington Street Conway, NH 03818	
1.5 Contractor Phone Number 603-447-3347	1.6 Account Number Various State Accounts. See List in Exhibit B.	1.7 Completion Date 06-30-14	1.8 Price Limitation \$521,910
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Marge McClellan, President	
1.13 Acknowledgment: State of <u>New Hampshire</u> , County of <u>Coos</u> On <u>May 8, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace 		My Commission Expires <u>3/20/2018</u> Notary	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs	
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) By:  <u>Jeanne P. Herrick, Attorney</u> On: <u>27 May 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

CERTIFICATE OF VOTE

I, James Salmon, do hereby certify that:

1. I am the duly elected ^{Treasurer} ~~Clerk~~ of Northern Human Services.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on January 28, 2013.

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

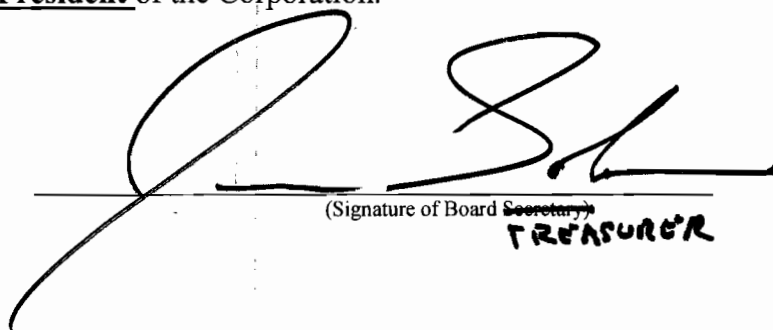
To Provide: Mental Health Services

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 8, 2013.

4. Marge McClellan is duly elected President of the Corporation.

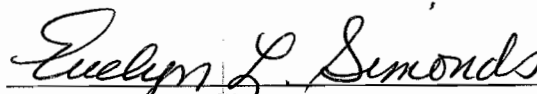
(Seal)
(Corporation)


(Signature of Board ~~Secretary~~)
TREASURER

State of New Hampshire

County of Carroll

The foregoing instrument was acknowledged before me this 8th day of May, 2013
by James Salmon, Treasurer.



Name: **Evelyn Simonds**

Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: (date) 11/9/16

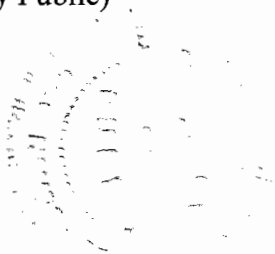


EXHIBIT A

SCOPE OF WORK

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.

The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. BEHAVIORAL HEALTH SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- C. The Contractor shall provide services in accordance with the service projections set forth on the statistical pages immediately following Exhibit A. These service projections are based upon the needs of its consumers, taking into account the Contractor's caseload, available staffing and other resources, including the State funds that the Contractor expects to receive for the services to be performed under this Agreement.
- D. For all consumers eligible under He-M 401 that the Contractor has case management responsibilities for, the Contractor agrees to assure that applications for all appropriate sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Public Housing, and Section 8 subsidies are filed in a timely fashion.
- E. The Contractor agrees to make Illness Management and Recovery (IMR) services and evidence-based Supported Employment (SE) services available to eligible consumers. The Contractor may also offer complementary employment programs in conjunction with the evidence-based Supported Employment program.

II. TRANSITION TO MANAGED CARE

- A. All Medicaid billings for services provided to consumers who are enrolled members of a Managed Care Organization (MCO), shall be submitted to the MCO upon the Effective Date of Coverage with the MCO.
- B. The role of community mental health program 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 community mental health program 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.
- C. 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 years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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- D. In the event that the Medicaid program in New Hampshire is transitioned, in whole or in part, during the period in which this Contract is in effect such that some of all of the services required to be provided by the Contractor are provided to consumers who are then enrolled as members of an MCO, the Contractor and BBH agree, upon the request of either party, to meet and discuss in good faith whether there are any provisions of the Contract which reasonably ought to be deleted or amended in order to accommodate the new service and reimbursement environment in which the parties may find themselves.

III. PROVISION OF QUALITY SERVICES

- A. The Contractor agrees that it will 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 BBH within timeframes reasonably specified by BBH in order to ensure the efficient and effective administration of the Medicaid program.
- B. As part of the effort to ensure quality services, BBH conducts annual reviews to ascertain that eligibility has been properly determined in accordance with He-M 401, "Eligibility Determination and Individual Service Planning." In the event that the annual review finds that 75% of the records examined are in compliance with the eligibility requirements of He-M 401, BBH shall refrain from conducting a review of eligibility determinations in the next year. Eligibility reviews will be conducted in the subsequent year. BBH will conduct such other quality assurance reviews, as it deems necessary and appropriate.
- C. The Contractor agrees to submit to BBH data needed by BBH to comply with federal reporting requirements within timeframes reasonably specified by BBH.
- D. In regard to the data required for the Phoenix system:
1. Monthly data shall be in the .csv format and shall be submitted on the 15th of each month unless otherwise agreed to by BBH.
 2. Errors in data returned by BBH to the Contractor shall be corrected and returned to BBH.
 3. Data shall be current and updated as required for federal reporting.
 4. For the purpose of data submitted for the Phoenix data system, the contractor agrees for the following fields that the error rate (invalid codes, Unknowns, nulls) shall not exceed 20% of the total records. An error rate in excess of 20% shall not constitute an event of default. In the event of an error rate of greater than 20%, the contractor shall submit a correction plan to show how improvements will be made to the fields listed below.
 - a. Race
 - b. Ethnicity
 - c. Employment status
 - d. Living status
 - e. Criminal justice data
 - f. School attendance data
- E. In order to achieve positive consumer outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services, and who are responsible for completing the eligibility determination process as specified in He-M 401, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a children's clinician, and the Adult Needs and Strengths Assessment (ANSA) if they are an adult clinician.
1. Clinicians shall be certified in the use of the New Hampshire version of the CANS and the ANSA within 120-days of implementation by the DHHS of a web-based training and certification system.
 - a. The CANS and the ANSA assessment shall be completed by the community mental health clinician no later than the first annual review for the consumer following clinician certification.
 - b. The community mental health eligibility determination tool, as specified in He-M 401, and in effect on July 1, 2012, shall continue to be utilized by the clinician until such time as the Department of Health and Human Services implements web-based access to the

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CANS and the ANSA, the clinician is certified in the use of the CANS and the ANSA, and the annual review date has passed.

2. The CANS and the ANSA assessment shall be completed at least every three (3) months to document progress towards goals and objectives and any continued need for community mental health services.
 - a. Completion of the CANS or ANSA assessment shall fulfill the quarterly review requirements as defined in He-M 408 and He-M 401.
 - b. The CANS and the ANSA shall be utilized to develop an individualized, person-centered treatment plan, with measurable outcomes to inform future modifications to the individualized service plan.
- F. The percentage of Individualized Recovery and Resiliency Services (IROS) Medicaid billings, as specified in He-M 426, to all other community mental health services Medicaid billings shall, at a minimum, be maintained at their current regional levels. IROS services include the following: Individual and Group Functional Support Services (FSS), Illness Management and Recovery (IMR), and Evidence Based Supported Employment (EBSE). The Contractor, however, shall not be in breach of this provision if its failure to maintain the ratio of billings at the current level is due to the MCO taking a rate or utilization action which materially impairs the Contractor's ability to do so.
- G. In order to measure Consumer and Family Satisfaction, BBH shall contract with a private vendor during fiscal year 2014 to assist the Contractor and BBH with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction.
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor.
 3. The Contractor will support the efforts of BBH and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by BBH to explain the survey and otherwise support attempts by BBH to increase participation in the survey.
- H. 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. Children age 12 and older will be screened through administration of CRAFFT (Car, Relax, Alone, Forget, Friends, Trouble), and Adults will be screened through the administration of AUDIT (Alcohol Use Disorders Identification Test) and DAST (Drug Abuse Screening Test) instruments or other instrument(s) approved by BBH. The performance standard for fiscal year 2013 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual BBH Quality Assurance and Compliance Review.

IV. MAINTENANCE OF FISCAL INTEGRITY

- A. In order to enable BBH to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Balance Sheet and Profit and Loss Statements for the agency and all related parties that are under the Parent Corporation of the mental health provider organization. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
 1. Days of Cash on Hand:
 - a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period.
 - c. Performance Standard: The Contractor shall have enough cash and cash equivalents to

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cover expenditures for a minimum of fifteen (15) business days with no variance allowed.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.:1.0. with no variance allowed.

3. Medicaid Days in Accounts Receivable:

- a. Rationale: Medicaid is the primary payor for most CMHCs. The number of days it takes to collect this revenue has a major impact on the Contractor's ability to meet expenses.
- b. Definition: The number of days (on average) it takes the Contractor to collect Medicaid.
- c. Formula: Total Medicaid accounts receivable (including those due from Medicaid Managed Care Organizations) divided by net Medicaid charges divided by the number of days in the reporting period.
- d. Source of Data: The Contractor shall submit to BBH monthly, a breakdown of accounts receivables within their balance sheet, and net Medicaid charges on the profit & loss statement.
- e. Performance Standard: The Contractor shall maintain a standard maximum of forty (40) days with a 20% variance allowed.

4. Debt Service Coverage Ratio:

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

5. Net Assets to Total Assets:

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

B. In any budget submitted to BBH for purposes of contract approval, the Contractor agrees to limit administrative costs to 12% or less of the total program expenses.

C. For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement," "State Funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include all state general funds, including the State's share of Medicaid, provided to the Contractor, as well as all federal grant funds allocated by BBH to the provider, along with any prior years' state and/or federal funds deferred to the current year with BBH approval.

V. **COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL**

A. The community mental health program shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital to assist in the coordinated discharge planning for the consumer to

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either return to services in the community or offer services at the local community mental health program.

- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon receipt of notification of the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The community mental health program shall work with DHHS to review cases of consumers that New Hampshire Hospital, and/or the community mental health program has indicated will have difficulty returning back into the community, identify barriers to discharge, and develop an appropriate plan to transition back into the community.
- D. The community mental health program shall make a face-to-face appointment available to a consumer leaving New Hampshire Hospital who desires to reside in the region served by the community mental health program 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.

VI. COORDINATION WITH PRIMARY CARE PROVIDER

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

VII. REDUCTION OR SUSPENSION OF FUNDING

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

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VIII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph VII above, prior to the elimination of or a significant reduction in a program which delivers services contracted by BBH (as reflected in the statistical pages immediately following Exhibit A), and paid for, in whole or in part, by State Funds, the Contractor shall provide BBH with at least thirty (30) days written notice with an explanation of the programmatic and financial impact. The Contractor and BBH 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. In the event that BBH is not in agreement with such elimination or reduction prior to the proposed effective date, BBH may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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) day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided. The Contractor shall not redirect Medicaid 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, BBH shall control the expenditure of the unspent Medicaid funds.

IX. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- A. The Contractor shall assist the Pre-Admission Screening and Resident Review (PASRR) Office of the NH Department of Health and Human Services in meeting the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the PASRR Office and with the appropriate authorization to release information, the Contractor shall provide the PASRR Office with 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. The Contractor may bill Medicaid, and the PASRR Office may approve payment, for activities related to the PASRR process.

X. EMERGENCY SERVICES

- A. The Contractor shall use Emergency Services funds to offset the cost of providing Emergency Services to individuals with no insurance.

XI. ASSERTIVE COMMUNITY TREATMENT (ACT) TEAM SUPPORT FUNDS

- A. **General Requirements:** General Funds in the amounts identified in Exhibit B are to be used for the design and sustaining of an Assertive Community Treatment team (ACT). This includes, but is not limited to, the recruitment, hiring, and training of staff, supervision, start-up costs for a new program such as office materials, and non-billable time spent by staff creating an environment to help the program succeed within the community. These funds may also be used to support ACT clients in their community to prevent hospitalization, incarceration, or homelessness.
- B. **7-Days Per Week Coverage:** Additional funding is being made available to the Contractor to increase the availability of one of the Contractor's Assertive Community Treatment team's coverage to 7-days per week. The Contractor will ensure weekend coverage is prioritized to meet the following deliverables for a minimum of 8 hours on Saturday and 8 hours on Sunday, with the specific hours to be determined by the Contractor:
1. Crisis intervention for individuals who may be in crisis and need a crisis evaluation and development of a disposition plan appropriate to the individual's needs by the ACT Team;

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2. Follow-up services in the community for individuals that the treatment team has determined need services provided over the weekend due to the clinical needs of the individual;
 3. Support and/or community based services for individuals who are being discharged from a hospital or other inpatient setting and returning to the community over the weekend.
- C. Contractors establishing a new ACT Team for FY14 shall utilize the additional funding to ensure the new ACT Team meets the criteria detailed above.
- D. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XII. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) SERVICES

- A. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

XIII. EMPLOYMENT DEVELOPMENT INITIATIVE (EDI)

- A. Funds will be used to offset lost productivity for CMHC staff to attend trainings in Supported Employment, an evidence-based practice designed to improve employment opportunities for people with mental illness. The goal will be to improve employment outcomes for clients of the agencies designated to receive these funds.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XIV. NH MEDICAID WELLNESS INCENTIVE PROGRAM (WIP)

- A. The Contractor is a project site in a 5-year grant awarded to the NH Bureau of Behavioral Health by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (WIP) "Healthy Choices, Healthy Changes".
- B. WIP is an intervention supporting exercise, improved nutrition, and smoking cessation, with mentoring and incentives to improve cardiac and metabolic health in clients of the NH Community Mental Health Center (CMHC) system.
- C. WIP will build upon and benefit from the existing infrastructure of the In SHAPE health promotion program established in 2004 for people with SMI at risk of cardiovascular disease.
- D. WIP will offer four (4) "Supported Weight Management" programs:
1. Gym Membership;
 2. In SHAPE (includes gym membership);
 3. Weight Watchers; and
 4. In SHAPE and Weight Watchers.
- E. WIP will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- F. WIP will offer three (3) "Supported Smoking Cessation" programs:
1. Prescriber Referral and Telephone Cognitive Behavior Therapy;
 2. Prescriber Referral and Facilitated Use of Quit line; and
 3. Prescriber Referral alone.

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- G. Incentives Counselors (ICs) will be employed by Dartmouth to:
 - 1. Promote access to the WIP program;
 - 2. Help participants make decisions about health behavior changes; and
 - 3. Encourage the use of incentives.
- H. The Contractor will establish an In SHAPE program, necessary for offering WIP. This includes:
 - 1. Negotiating partnerships with community fitness facilities (gyms and other facilities that promote fitness and health);
 - 2. Hiring Health Mentors (see number of FTE's in Exhibit B): certified fitness trainers who provide the In SHAPE program; and
 - 3. They will also participate in the hiring of an Incentives Counselor, who will be employed by the Dartmouth Center for Aging Research, but will administer the WIP program at the CMHC.
- I. The Contractor will provide space in the offices of the CMHC that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- J. The Contractor will devise and implement a plan to provide transportation assistance to WIP participants, as specified and funded in the grant.
- K. The Contractor will also identify a project site WIP Leader who will work with members of the WIP implementation and evaluation teams at the Bureau of Behavioral Health and Dartmouth to ensure that the project is progressing, as required by the grant.
- L. The CMHCs will partner with WIP project members at BBH and the Dartmouth Center for Aging Research to recruit and enroll a total of:
 - 1. 1,600 CMHC clients eligible for Medicaid in the weight management programs statewide;
 - 2. 2,000 CMHC clients eligible for Medicaid in the smoking education and cessation programs statewide.
- M. The Contractor will provide the information needed for required reporting to CMS, as requested by WIP project members at BBH and the Dartmouth Center for Aging Research.

XV. DATA INFRASTRUCTURE GRANT (DIG)

- A. BBH funding for any CMHC data infrastructure projects or activities is dependent upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. Agencies should seek approval from BBH before planning to use or committing any DIG or federal data infrastructure funds.
- C. Activities that may be funded:
 - 1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines, or
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime), or
 - c. Software and/or training purchased to improve Phoenix data collection, or
 - d. Staff training for collecting new data elements.
 - 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
 - 1. Progress Reports received by BBH according to prior agreement with agencies will:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings, and
 - c. Include progress to meet anticipated deadlines as specified.
 - 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from CMHC IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and

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- c. CMHC may request other payment schedule based on documented need.

XVI. BALANCING INCENTIVE PROGRAM (BIP)

- A. The Balancing Incentive Program (BIP) federal funds are available to enhance the capacity of the Community Mental Health Centers through trainings to serve adults with Severe Mental Illness (SMI) and children with Serious Emotional Disturbance (SED). The trainings supported by this agreement involve unique specialized service models and tools that will improve the core competencies of provider staff to utilize practices that are proven successful in improving outcomes for individuals served and keeping those in need of behavioral health long-term services and supports in their communities and out of institutions.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XVII. DCYF – PROJECT FIRST STEP

- A. The Division for Children, Youth and Families Project First Step funds in this contract are federal funds allocated under the Child Abuse Prevention and Treatment Act to provide alcohol and other drug abuse assessment and treatment to parents/caregivers identified as having signs of alcohol and drug abuse as well as mental health problems. These funds shall be used at the Berlin District Office to pay for a licensed alcohol and drug counselor to team with staff when referrals to the Division for Children, Youth and Families include evidence of parental/caregiver substance abuse.

FY14 Region 1 Exhibit A (DCYF,ACT,ES,EDI,MIPCD,DIG,BIP,FIRSTSTEP)

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FY14 SCOPE OF SERVICE REPORT

AGENCY: Northern Human Services

DATE PREPARED: 4.18.13

PREPARED BY: ERIC JOHNSON

Type	Cost Center Number	PROGRAM NAME	PHOENIX INPUT AGENCY NUMBER(S)	Location	CASELOAD/CAPACITY	SUBCONTRACTED YES/NO/PARTIALLY	START DATE	DATE OF SERVICE COMPLETION
MAINTENANCE	100	Eligible adults outpatient	1	SEE ATTACHED LISTING 1	1123	No		
CHILDREN/ADOLESCENTS	101	Children's Services	21	SEE ATTACHED LISTING 1	868	No		
OLDER ADULT SERVICES	102	Eligible adults outpatient	2	SEE ATTACHED LISTING 1	NA	No		
EMERGENCY SERVICES/ASSESSMENT	104	Emergency Services	32	SEE ATTACHED LISTING 1	1297	No		
RESTORATIVE PARTIAL HOSPITALIZATION	108	Crossroads	7	CSC	39	No		
VOCATIONAL SERVICES	109	Supported Employment	8	Carroll County	20	No		
VOCATIONAL SERVICES	209	Supported Employment	33	Berlin	35	No		
VOCATIONAL SERVICES	309	Supported Employment	34	Littleton	10	No		
VOCATIONAL SERVICES	409	Supported Employment	35	Colebrook	7	No		
SERVICES TO NON-ELIGIBLES	112	Nonspecialized Outpatient	10		1234	No		
MULTI-SERVICE TEAM	113	Medicaid Incentive Prev. of Chronic Disease	11	Berlin, Littleton	Ukn	No	Adding FTE 7.1.13	
ACT TEAM	114	Assertive Community Treatment	51	Berlin, Littleton, Conway	106	No		
COMMUNITY RESIDENCE	122	Kearsarge Residence	14	Conway	10 beds	No		
COMMUNITY RESIDENCE	222	Verdun Residence	15	Berlin	8 beds	No		
COMMUNITY RESIDENCE	322	Gilpin Residence	16	Littleton	6 beds	No		
SUPPORTED LIVING	123	Outreach Services	18	Various client-based locations	1057	No		
OTHER (NON-BBH)	199	LADAC/Project First Step	22	Berlin, NH DHHS District Office		No		

Part IIA: Services to Adults in State Supported Programs

Number of Clients Served

Northern Human Services

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

(ALL numbers	100	102	103	104	106	107	108	109	110	111	112	113	114	*Unduplic
Cumulative YTD)	Maint	Older	Intake	Assessm	Brief /	IPH	RPH	Voc	Case	Social Club	Services to	Multi	ACT Team	ated
		Adults		ent	DRF				Mgt.	Peer/Supp.	Non-Eligibles	Service		Totals
1) Unduplicated number of SPMI clients served in program	585		196				39	63	DO		13		91	612
2) Unduplicated number of SMI clients served in program	292		113					8	NO		105		11	317
3) Unduplicated number of low utilizer served in program	87		20					1	OT		9		1	89
4) Unduplicated number of non eligible adult clients served in program	159		657						USE		1107		3	1788
5) TOTAL unduplicated number served in program YTD (add #'s 1-4)	1123	0	986	0	0	0	39	72	0	0	1234	0	106	2806

*Total of Adults for all Agency services, including those who may receive only housing services in PART IIIA

Part IIB: Services to Adults in State Supported Programs Units/Days of Service

Northern Human Services

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

NOTE: Brief / DRF: Report Clinical units in top and patient days in the bottom of block. IPH and RPH: Units top, Half day middle, Full days bottom.

(ALL Numbers Cumulative YTD)	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	Totals
	Maint	Older Adults	Intake	Assessment	Brief/DRF	IPH	RPH	Voc	Case Mgt.	Social Club Peer/Supp.	Services to Non-Eligibles	Multi-Service Team	ACT TEAM			
1) Units of service to SPMI clients	18536			1155 U		U	39703	4152	D		149		31576	U	95274	
						H	411		O					H	411	
						D	2115							D	2115	
2) Units of service to SMI clients	8403			508 U		U		475	N		1091		323	U	10800	
						H			O					H	0	
						D			t					D	0	
3) Units of service to low utilizer clients	2473			301 U		U		5	O		175		52	U	3006	
						H			t					H	0	
						D								D	0	
4) Units of service to non eligible adult clients	2035			2413 U		U			U		17993		15	U	22456	
						H								H	0	
						D								D	0	
5) TOTAL units of service (add #'s 1-4)	31447	0	0	4377 U	0 U	0 U	39703	4632	S	0	19408	0	31966	U	131533	
						H	411		e					H	411	
						D	2115							D	2115	
6) Average daily census in program																

Part IIC: Services to **Children** in State Supported Programs Number of **Children** Served

Northern Human Services

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

(ALL numbers	100	101	103	104	106	107	108	109	110	111	112	113	114	*Unduplic
Cumulative YTD)	Maint	Children	Intake	Assessment	Brief /	IPH	RPH	Voc	Case Mgt.	Social Club	Services to	Multi	ACT Team	ated
				Emerg.	DRF					Peer/Supp.	Non-	Service		Totals
				Svcs.							Eligibles	Team		
1) Unduplicated number of children SED		269		49					Do		31			279
2) Unduplicated number of children SED Interagency		308		73				1	No		31			314
3) Unduplicated number of non eligible children									t					
4) TOTAL unduplicated number served in program YTD(add #'s 1-3)		291		189					Use		97			554
		868		311				1			159			1147

*Total of Children for all Agency services, including those who may receive only housing services in PART IIIA

Part IID: Services to **Children** in State Supported Pograms Units/Days of Service

Northern Human Services

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

(All Numbers Cumulative YTD)	100	101	103	104 Emerg. Svcs.	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non- Eligibles	113 Multi Service Team	114 ACT Team	Totals
1) Units of service to children SED		14415		147	U	U	U		Do		280			U 14842 H 0 D 0
2) Units of service to children SED Interagency		25783		261	U	U		7	No		180			U 26231 H 0 D 0
3) Units of service to Non-Eligible Children		7219		692	U	U			t		1312			U 9223 H 0 D 0
4) TOTAL services (add #'s 1-3)	0	47417	0	1100	U	U	0	7	U	0	1772	0	0	U 50296 H 0 D 0
5) Average daily census in program									S					D 0

NOTE: Brief / DRF: Report Clinical units in top and patient days in the bottom of block.
IPH and RPH: Units top, Half day middle, Full days bottom. For all other cost centers report units only in the Top Block.

Part IIE: Specialized Units of Services to Adults and Children

Northern Human Services

Name of Agency

FY2014, 4th Quarter

Reporting Period (year/quarter)

ADULTS

(ALL Numbers Cumulative YTD)

1) Units of service to SPMI	Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
	54,164	7,683	7,695	186,643

2) Units of service to SMI

7,324	1,081	819	3,900

3) Units of service to Low Utilizer

889	471	343	943

4) Units of service to Non-Eligible

5,761

CHILDREN

(ALL Numbers Cumulative YTD)

5) Units of service to SED	Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
	13,197	987	363	5,252

6) Units of service to SED I/A

26,579	2,248	1,232	13,288

7) Units of service to OTHER

7,295	712	416	2,402

NOTE: Case Management Direct is face-to face or telephone communication with the eligible client and/or guardian.

Case Management Indirect is all other Targeted Case Management billable activity

Lines 1-4: Units of service to Adult SPMI (Line 1), SMI (Line 2), Low Utilizers (Line 3), Non-Eligible (Line 4). Lines 5-7: Units of service to Children SED (Line 5), SED I/A (Line 6), Other (Line 7).

NOTE: To define Medicaid units, use Medicaid billable units in fifteen (15) minute increments. With regard to event-based billing, provide the actual number of fifteen (15) minute units rendered and documented in the record. For example, a comprehensive med check is an event based code, but may take thirty (30) minutes [two (2) units] of time. We would expect you to report two (2) units, not one (1) event. With regard to per diem FSS, we would expect you to report total direct care FSS units delivered by residential staff, rather than one (1) per diem event.

PART IIIA: Program Information - Clients Served

Northern Human Services

Name of Agency

FY2014 4th Quarter
Reporting Period (year/quarter)

Community Residence
(by location)

	116	118	122	222	322	422	C.R. Total	Supportive Living	Supportive Living	Independent Housing	Total for All Housing
	Crisis/ Respite	APRTP	#1	#2	#3	#4		123	223	124	
Number served YTD											
1) SPMI			22	11	8		41	468			509
2) SMI							0	43			46
3) Low Utilizer			3				3	9			9
4) Non Eligible Adults							0	121			121
5) Children SED							0	161			161
6) Children SED Interagency							0	252			252
7) Non-Eligible Children							0	3			3
8) Total Unduplicated numbers served YTD (Please enter your unduplicate totals)			19	8	6		44	1057			1090
9) Number of Clients/ beginning of quarter			9	8	6		23	6			29
10) Number of Admissions/ current quarter			4				4	75			79
11) Number discharged/ current quarter			3				3	94			97
12) Number of clients in residence at end of current quarter			10	8	6		24	19			43

PART IIIB: Program Information: Potential/Total Client Days

Northern Human Services

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

Community Residence

(by location)

	116 Crisis/ Respite	118 AP RTP	122	#1	#2	#3	#4	C.R. Total	123 Supportive Living	223 Supportive Living	124 Independent Housing	Total
1) Number of locations			1	1	1	1		3	6			9
2) Number of beds available			10	8	6			24				24
3) Potential Client Days YTD												
Client Days YTD												
4) SPMI												
5) SMI												
6) Low Utilizer												
7) Non Eligible Adults												
8) Children SED												
9) Children SED Interagency												
10) Non -Eligible Children												
11) Total Days/Units YTD (add #s 4-10)	U 0	U 0										
	D 0	D 0	3,208	2,985	2,177	0	8,370	D 0	165,479	U 0		U 165,479
												D 8,370

(FSS Units on top, client days on bottom for Crisis/Respite & AP RTP. Supportive Living & Independent Housing report Units only as we will be able to determine days from Phoenix. For Community Residence report day only)

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A. Of the Price Limit in Block 1.8. of the General Provisions, the funds for services shall be governed by the provisions of Exhibits A, B, C, D, E, F, G, H, I and J. In no event shall the total of initial and monthly payments exceed the maximum Price Limitation in Block 1.8. of the General Provisions of this Agreement. Upon written notice to the Contractor, BBH may reduce State funds allocated under this Agreement as necessary for BBH to meet its obligations reflected in the final FY14 budget appropriation for BBH by the New Hampshire General Court.

2. The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s).

3. For the purpose of billing, a Unit of Service is a period of time during which services are rendered. Where units refer to a specific length of time, units are reimbursed in whole units and time of services is rounded to the nearest whole unit. Unless otherwise stated in rules, fifteen-minute units are reimbursed as follows:

DIRECT SERVICE TIME	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

4. A Day of Service shall mean a 24-hour period for a resident either in a Designated Receiving Facility or Housing Services.

5. A minimum of eight (8) units of service shall be provided to each consumer per half day of program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization and a minimum of twelve (12) units of service shall be provided to each consumer per program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization.

6. All reports required pursuant to this Agreement are due to BBH within timeframes specified by BBH. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period.

7. The following Program funds shall only be expended by the Contractor as directed by the BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Consumer Housing	\$ 22,000
Medicaid Incentive for the Prevention of Chronic Disease	154,194
Division for Children Youth and Families	40,310
Assertive Community Treatment Team	80,000
Emergency Services	113,906
Balancing Incentive Program	100,000
Data Infrastructure Grant	10,000
Employment Development Initiative	1,500
Total	\$521,910

8. The amount of funding listed in the table above for Emergency Services reimbursement is provisional. In the event that Medicaid Expansion occurs in New Hampshire under the Affordable Care Act, BBH may reduce this amount proportionately. In the event that BBH proposes to do so, the Contractor shall be notified by BBH no less than thirty (30) days in advance of any proposed reduction and given an opportunity to discuss the magnitude and/or the timing thereof.

Contractor Initials: *SCW*
Date: 5/8/12

9. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

10. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH may make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. Monthly payments shall be adjusted for expenditures set forth in Paragraph 8. above and amounts paid to initiate services.

11. BBH 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.

12. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.

13. This Agreement is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$221,216

Federal Funds: \$300,694

CFDA #: 93.669

Federal Agency: U.S. Department of Health and Human Services

Program Title: Child Abuse Prevention and Treatment Act

Amount: \$35,000.

CFDA #: 93.243

Federal Agency: U.S. Department of Health and Human Services

Program Title: Special Initiative for State Mental Health Authorities to Address the Impact of the Economic Downturn through Employment Development (EDI)

Amount: \$1,500

CFDA #: 93.243

Federal Agency: U.S. Department of Health and Human Services

Program Title: NH Mental Health Data Infrastructure Quality Improvement Project (DIG)

Amount: \$10,000

CFDA #: 93.536

Federal Agency: U.S. Department of Health and Human Services

Program Title: Medicaid Incentives for Prevention of Chronic Diseases (MIPCD)

Amount: \$154,194

CFDA #: 93.778

Federal Agency: U.S. Department of Health and Human Services

Program Title: Balancing Incentive Program (BIP)

Amount: \$100,000

14. List of State account numbers as referenced in Block 1.6. of the General Provisions form P37:

05-95-92-920010-5945-102

Contractor Initials: DCM
Date: 5/8/13

05-95-42-403010-2958-550
05-95-42-404010-2969-102
05-95-92-920010-1858-502
05-95-92-920010-2087-102
05-95-92-920010-7851-102
05-95-49-490510-2985-102

FY14 EXHIBIT B CMHC Region 1

Contractor Initials: ASH
Date: 5/4/13

EXHIBIT C
SPECIAL PROVISIONS

These Provisions expand upon the General Provisions [Form P-37] of this Agreement.

A. 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.

B. 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.

C. 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 Bureau of Behavioral Health (BBH) upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.14. 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;

Contractor Initials: *MM*
Date: *5/9/13*

5/9/13 5/9/13

- 8.1.4.** Failure to either justify or correct material findings noted in a BBH 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 BBH's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10.** Failure to attain the performance standards established in Exhibit A., Section IV.;
- 8.1.11.** Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12.** Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13.** Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IV., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, IV., A. 2.) for two (2) consecutive months during the contract period; or
- 8.1.14.** Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, IV.) for three (3) consecutive months during the contract period.

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

- 8.2.5.** Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.
- 8.2.6.** Require the Contractor to pay to the State, as liquidated damages, the sum of \$250 in the event that the Contractor has not made available a face-to-face appointment for a consumer leaving New Hampshire Hospital who desires 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. The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by the Contractor's failure to make available an appointment after discharge. The parties agree that this liquidated damages provision represents reasonable compensation for the loss incurred by this breach. The Contractor also agrees that nothing in this section is intended to limit the right of the State to obtain injunctive and other relief as may be appropriate. The State may forward the sum of \$250 to the consumer for whom the Contractor failed to make an appointment available.
- 8.2.7.** Give the Contractor written notice of default in the event that the Contractor has failed to

Contractor Initials: MM
Date: 5/9/13

maintain Fiscal Integrity performance standards as specified in Exhibit C, Paragraph D., and Subparagraph 8.1.12. or 8.1.13. The notice shall require the Contractor, within thirty (30) 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:

8.2.7.1. Require the Contractor to submit an additional corrective action plan within fifteen (15) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

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

8.2.7.3. 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.

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

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

G. 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 as defined in the budget instructions and accounting guidelines and statistical reporting form instructions as specified in Exhibits A and C. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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

9.5.1. For fiscal reports, the Contractor shall submit within thirty (30) days after the end of each month a Balance Sheet and a Profit/Loss Statement. Contractors shall also submit quarterly reports, including: Quarterly Functional Revenues and Expenses Report, Quarterly Statistical Reports, a Cash Flow Statement, and a Line of Credit Statement in the specified electronic format as prescribed by BBH. All quarterly reports are due within thirty (30) days of the end of the reporting period.

9.5.1.1. The monthly Balance Sheet and Profit & Loss Statements, as well as, the Quarterly Functional Revenues and Expenses Report, 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.

9.5.1.2. The Functional Revenues and Expenses Report 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.

9.5.1.3. The Contractor shall maintain detailed fiscal records meeting all the requirements specified in the budget instructions and accounting guidelines. Such fiscal records shall be supported

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

9.5.1.5. On or before November 1, 2013, the Contractor shall deliver to BBH, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2013, including the funds received under the fiscal year 2013 Agreement

9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds five hundred thousand dollars (\$500,000) 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 for fiscal years ending on or after December 31, 2003.

9.5.2. The Contractor shall submit Phoenix data in the .csv format on the fifteenth (15th) of each month unless otherwise agreed to by BBH.

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 BBH contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and

9.5.3.3. Submit to BBH all reasonable additional reports and data files as requested on such schedule and in such electronic format that BBH shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.

9.5.3.4. The Contractor agrees to submit to BBH reports on high profile and sentinel events in accordance with the Division of Community Based Care Services policy.

H. Add the following regarding "Termination" to Paragraph 10:

10.1. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH 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 BBH.

10.2. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10.3. The Contractor shall notify BBH if it expects to be generally unable to provide services as the result of a

Contractor Initials: *MM*
Date: *5/9/13*

natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that BBH 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 BBH 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.

I. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:
ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within thirty (30) business days shall be deemed approval.

12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by BBH for the Contractor in Exhibit A. The Contractor will notify BBH 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 BBH'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, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH 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 BBH's obligations under this Agreement null and void unless, prior to the merger, BBH 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, BBH 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, BBH's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

J. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims re

Contractor Initials:

Date: 5/9/13

lated to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

- K.** If the Price Limit in Paragraph 1.8., of the General Provisions is greater than two hundred fifty thousand dollars (\$250,000), 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 than two million dollars (\$2,000,000) per claim or occurrence; and

- L.** 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 BBH 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.

- M.** 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

Contractor Initials: *mm*

Date: *5/9/13*

National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

22.5. Notwithstanding those prior contracts, BBH 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 BBH in advance. The Contractor shall provide BBH 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. BBH 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 BBH finds that eligible persons will probably benefit, BBH shall approve the disposition. If BBH finds that eligible persons probably will not benefit, BBH may disapprove the disposition. Failure by BBH 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 BBH does not approve of the disposition, the Contractor and BBH 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, BBH and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.

22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.

22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.

22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

Contractor Initials: *mm*

Date: *5-7-91/13*

22.13. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

EXHIBIT C FY14 CMHC

Contractor Initials: *mm*
Date: *5/9/13*

NH Department of Health and Human Services

STANDARD EXHIBIT D

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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)

87 Washington Street, Conway, NH 03818

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

Northern Human Services

From: 7/1/2013 To: 6/30/2014

(Contractor Name)

(Period Covered by this Certification)

Dennis MacKay, CEO

(Name & Title of Authorized Contractor Representative)

 CEO
(Contractor Representative Signature)

5/8/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

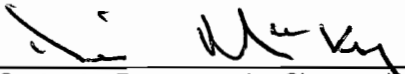
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 07-01-13 through 06-30-14

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

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

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

 CEO
 (Contractor Representative Signature)

Dennis MacKay, CEO
 (Authorized Contractor Representative Name & Title)

Northern Human Services
 (Contractor Name)

5/8/13
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

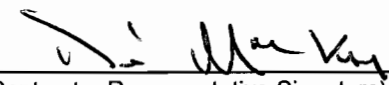
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

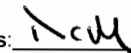
The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


(Contractor Representative Signature)

Dennis MacKay, CEO
(Authorized Contractor Representative Name & Title)

Northern Human Services
(Contractor Name)

5/8/13
(Date)

Contractor Initials: 
Date: 5/8/13

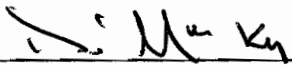
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

Dennis MacKay, CEO

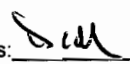
(Authorized Contractor Representative Name & Title)

Northern Human Services

(Contractor Name)

5/8/13

(Date)

Contractor Initials: 

Date: 5/8/13

NH Department of Health and Human Services

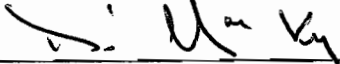
STANDARD EXHIBIT H

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 Representative Signature)	CEO Dennis MacKay, CEO (Authorized Contractor Representative Name & Title)

Northern Human Services (Contractor Name)	5/8/13 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH DHHS - DCBCS
Bureau of Behavioral Health

The State Agency Name

Northern Human Services

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative

Dennis MacKay CEO

Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

Dennis MacKay

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

CEO

Title of Authorized Representative

5/21/13

Date

5/8/13

Date

Contractor Initials: *scw*
Date: *5/8/13*

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

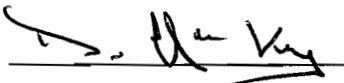
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

 CEO Dennis MacKay, CEO

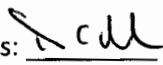
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Northern Human Services

5/8/13

(Contractor Name)

(Date)

Contractor initials: 

Date: 5/8/13

Page # 15 of Page # 16

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 073973059

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: SCM

Date: 5/8/13

Page # 16 of Page # 16

*Leone,
McDonnell
& Roberts*

PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

WOLFEBORO • NORTH CONWAY
DOVER • PEMBROKE
STRATHAM

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

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statements of financial position of Northern Human Services, Inc. (a nonprofit organization) as of June 30, 2012 and 2011, and the related statements of cash flows for the years then ended and the statements of activities and functional expenses for the year ended June 30, 2012. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized comparative information has been derived from the Organization's 2011 financial statements and in our report dated September 22, 2011, we expressed an unqualified opinion on those financial statements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, and assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northern Human Services, Inc. as of June 30, 2012 and 2011, and the changes in its cash flows for the years then ended and the changes in its net assets for the year ended June 30, 2012 in conformity with accounting principles generally accepted in the United States of America.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplementary statements of functional revenues and expenses for the year ended June 30, 2012 are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the audit procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Leone, McDonnell & Roberts
Professional Association

North Conway, New Hampshire
October 4, 2012

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2012 AND 2011**

ASSETS

2012 2011

CURRENT ASSETS

Cash and cash equivalents
Accounts receivable, less allowance for contractual
adjustments and uncollectible accounts of \$292,407 and
\$340,646 for 2012 and 2011, respectively.

Grant receivable
Assets whose use is limited, current portion
Due from related parties
Prepaid expenses and deposits

Total current assets

\$	4,501,214	\$	5,125,634
	2,887,702		2,102,105
	48,749		52,998
	486,283		454,421
	299,340		185,927
	199,982		255,852
	8,423,270		8,176,938

PROPERTY AND EQUIPMENT

Vehicles
Equipment

595,180	584,180
2,744,980	2,716,392

Total property and equipment
Accumulated depreciation

Net property and equipment

3,340,160	3,300,572
(3,182,603)	(3,008,964)
157,557	291,608

OTHER ASSETS

Cash value of life insurance
Split-interest agreement

Total other assets

Total assets

288,323	266,288
34,096	37,467
322,419	303,755
\$	\$
8,903,246	8,772,302

LIABILITIES AND NET ASSETS

2012 2011

CURRENT LIABILITIES

Accounts payable and accrued expenses
Wages payable
Compensated absences payable
Other grant payable
Refundable advance
Current portion of capital lease
Current portion of gift annuity payable
Client funds held in trust

Total current liabilities

\$	285,746	\$	207,106
	729,182		752,346
	701,376		712,533
	16,533		14,757
	3,712		27,867
	16,256		5,566
	1,554		175,877
	202,123		
	1,957,082		1,896,052

LONG TERM LIABILITIES

Capital lease, net of current portion

Total long term liabilities

			16,256
			16,256

Total liabilities

1,957,082	1,912,308

NET ASSETS

Unrestricted
Board designated

Total unrestricted

Temporarily restricted
Permanently restricted

Total net assets

Total liabilities and net assets

5,850,676	5,765,523
841,135	841,135
6,691,811	6,606,658
1,936	919
252,417	252,417
6,948,164	6,859,994
\$	\$
8,903,246	8,772,302

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2012
WITH SUMMARIZED COMPARATIVE TOTAL FOR 2011**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2012 Total</u>	<u>2011 Total</u>
PUBLIC SUPPORT					
State and federal grants	\$ 625,598	\$ -	\$ -	\$ 625,598	\$ 1,108,844
Other public support	518,861			518,861	350,884
Local and county	77,785			77,785	89,428
Donations	46,347	726		47,073	45,154
Total public support	1,268,591	726	-	1,269,317	1,594,310
OTHER REVENUES					
Program service fees	30,802,459			30,802,459	32,252,329
Production income	462,938			462,938	476,767
Other revenues	592,423			592,423	516,821
Total public support and other revenues	33,126,411	726	-	33,127,137	34,840,227
EXPENSES					
<u>Program Services</u>					
Mental health	11,500,547			11,500,547	12,421,343
Developmental services	19,575,092			19,575,092	19,739,427
Total program services	31,075,639	-	-	31,075,639	32,160,770
Administration	1,990,260			1,990,260	2,617,902
Total expenses	33,065,899	-	-	33,065,899	34,778,672
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	60,512	726	-	61,238	61,555
OTHER NON-OPERATING INCOME (LOSS)					
Change in split-interest agreement	641			641	6,759
Change in cash value of life insurance	22,034			22,034	20,707
Interest income	1,966	291		2,257	7,105
Change in net assets	85,153	1,017	-	86,170	96,126
NET ASSETS - BEGINNING OF YEAR	6,606,658	919	252,417	6,859,994	6,680,614
TRANSFER OF NET ASSETS FROM RELATED ENTITY					83,254
NET ASSETS - END OF YEAR	<u>\$ 6,691,811</u>	<u>\$ 1,936</u>	<u>\$ 252,417</u>	<u>\$ 6,946,164</u>	<u>\$ 6,859,994</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 86,170	\$ 96,126
Adjustments to reconcile change in net assets to net cash from operating activities:	173,639	179,505
Depreciation		
Change in split-interest agreement	3,371	(2,978)
Gain on sale of assets		(1,105)
Change in cash value of life insurance	(22,034)	(20,707)
Assets acquired from related entity		88,545
(Increase) decrease in assets:		
Accounts receivable	(785,596)	100,519
Grant receivable	4,249	88,569
Assets whose use is limited	(31,862)	28,343
Due from related parties	(113,413)	84,027
Prepaid expenses and deposits	55,870	(3,210)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	78,640	(65,742)
Wages payable	(23,164)	67,969
Compensated absences payable	(10,557)	(27,434)
Refundable advances	3,712	(65,365)
Other grant payable	1,776	(62,308)
Due to affiliates		(2,610)
Client funds held in trust	26,246	(14,844)
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(552,953)</u>	<u>467,300</u>
Proceeds from sale of assets		1,105
Additions to property and equipment	(39,588)	(43,074)
NET CASH USED IN INVESTING ACTIVITIES	<u>(39,588)</u>	<u>(41,969)</u>
Principal payments on notes payable	(27,867)	(27,866)
Distribution to annuitant	(4,012)	(3,781)
NET CASH USED IN FINANCING ACTIVITIES	<u>(31,879)</u>	<u>(31,647)</u>
NET (DECREASE) INCREASE IN CASH AND EQUIVALENTS	(624,420)	393,684
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>5,125,634</u>	<u>4,731,950</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 4,501,214</u>	<u>\$ 5,125,634</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS

FOR THE YEAR ENDED JUNE 30, 2012
WITH COMPARATIVE TOTAL FOR 2011

	<u>Mental</u>	<u>Developmental</u>		<u>General</u>	<u>2012</u>	<u>Comparative</u>
	<u>Health</u>	<u>Services</u>	<u>Subtotals</u>	<u>Management</u>	<u>Total</u>	<u>2011</u>
						<u>Total</u>
EXPENSES						
Salaries and wages	\$ 7,257,772	\$ 6,751,710	\$ 14,009,482	\$ 1,126,226	\$ 15,135,708	\$ 15,871,844
Employee benefits	1,517,869	1,591,392	3,109,261	188,349	3,297,610	3,143,708
Payroll taxes	559,424	562,100	1,121,524	83,541	1,205,065	1,277,707
Client wages	224,044	171,111	395,155		395,155	432,099
Professional fees	323,780	8,473,864	8,797,644	291,754	9,089,398	9,259,012
Staff development and training	40,602	13,313	53,915	8,840	62,755	64,579
Occupancy costs	566,107	608,192	1,174,299	82,900	1,257,199	1,310,435
Consumable supplies	234,460	276,552	511,012	30,858	541,870	615,631
Equipment expenses	119,302	98,491	217,793	75,863	293,656	368,110
Communications	202,173	122,696	324,869	54,402	379,271	416,311
Travel and transportation	327,107	678,005	1,005,112	8,033	1,013,145	1,056,738
Assistance to individuals	9,654	106,863	116,517	1,819	118,336	100,616
Insurance	84,568	58,385	142,953	9,237	152,190	195,060
Membership dues	33,583	17,276	50,859	20,604	71,463	86,395
Other expenses	102	45,142	45,244	7,834	53,078	580,427
Total expenses	\$ 11,500,547	\$ 19,575,092	\$ 31,075,639	\$ 1,990,260	\$ 33,065,899	\$ 34,778,672

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES

MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2012

WITH COMPARATIVE TOTAL FOR 2011

	State Eligible Adult Outpatient <u>100</u>	Children and Adolescents <u>101</u>	Emergency Services Non-DBH <u>104</u>	Restorative Partial Hospital <u>108</u>	Community Residence <u>122</u>	Vocational Services <u>109</u>
EXPENSES						
Salaries and wages	\$ 975,515	\$ 764,049	\$ 398,716	\$ 93,554	\$ -	\$ 55,302
Employee benefits	193,534	156,258	53,955	19,900	-	14,588
Payroll taxes	67,367	57,204	28,591	7,680	-	6,661
Client wages	-	-	-	-	-	24,976
Professional fees	25,586	24,165	8,368	2,069	-	2,265
Staff development and training	2,840	1,844	3,235	381	-	101
Occupancy costs	54,109	50,585	17,126	14,042	2,475	4,949
Consumable supplies	11,148	14,530	1,989	43,784	3,688	462
Equipment expenses	9,227	7,541	7,479	2,206	2,171	616
Communications	18,272	14,421	4,735	2,089	-	1,073
Travel and transportation	19,571	46,154	3,757	1,623	-	9,066
Assistance to individuals	202	974	-	752	-	24
Insurance	12,803	6,863	2,950	1,069	-	765
Membership dues	5,369	2,731	2,524	377	-	213
Other expenses	-	102	-	-	-	-
Total expenses	\$ 1,395,543	\$ 1,148,021	\$ 533,425	\$ 189,526	\$ 8,334	\$ 121,061

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2012
WITH COMPARATIVE TOTAL FOR 2011

	Vocational Services <u>209</u>	Vocational Services <u>309</u>	Vocational Services <u>409</u>	Case Management <u>110</u>	Non-Specialized Outpatient <u>112</u>	ACT Team <u>114</u>	Specialized Outpatient <u>212</u>
EXPENSES							
Salaries and wages	\$ 64,040	\$ 30,841	\$ 2,573	\$ 874,303	\$ 1,707,545	577,348	\$ -
Employee benefits	17,514	9,614	2,018	186,772	364,034	131,487	-
Payroll taxes	13,125	13,454	420	67,543	122,291	42,072	-
Client wages	83,193	113,708	2,167	-	-	-	-
Professional fees	1,819	1,204	399	36,908	65,077	56,002	-
Staff development and training	13	169	3	250	5,467	14,190	-
Occupancy costs	29,974	7,883	721	61,012	134,580	65,570	-
Consumable supplies	27,973	4,574	83	22,184	42,109	16,015	-
Equipment expenses	6,288	456	118	9,723	27,393	6,333	-
Communications	7,791	1,016	265	18,251	49,794	9,111	-
Travel and transportation	12,326	7,424	-	56,436	15,943	45,439	-
Assistance to individuals	-	-	-	281	2,371	122	-
Insurance	946	532	136	10,408	20,304	7,020	-
Membership dues	1,254	213	35	2,864	9,158	1,835	1,461
Other expenses	-	-	-	-	-	-	-
Total expenses	<u>\$ 266,256</u>	<u>\$ 191,088</u>	<u>\$ 8,938</u>	<u>\$ 1,348,935</u>	<u>\$ 2,566,066</u>	<u>\$ 973,394</u>	<u>\$ 1,461</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES

MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2012

WITH COMPARATIVE TOTAL FOR 2011

	Non-Specialized Outpatient 222	Community Residence 322	Supportive Living 123	Communication and Education 130	Other Non-BBH 199	Total Mental Health Programs	Comparative 2011 Total
EXPENSES							
Salaries and wages	\$ 450,220	\$ 184,539	\$ 668,447	\$ -	\$ 410,180	\$ 7,257,772	\$ 7,201,897
Employee benefits	88,746	31,140	156,972	-	91,337	1,517,869	1,431,938
Payroll taxes	35,420	15,538	52,237	-	29,021	559,424	574,210
Client wages	-	-	-	-	-	224,044	243,188
Professional fees	11,138	4,201	20,122	-	64,457	323,780	107,727
Staff development and training	68	311	98	-	11,634	40,602	42,757
Occupancy costs	1,761	41,605	52,185	-	27,530	566,107	575,471
Consumable supplies	2,143	20,845	17,052	-	5,871	234,460	239,563
Equipment expenses	2,034	2,427	7,801	-	27,439	119,302	74,506
Communications	8,375	4,140	15,489	-	47,351	202,173	146,001
Travel and transportation	21,080	5,818	57,439	-	23,037	327,107	330,254
Assistance to Individuals	3,063	744	1,094	-	27	9,654	13,453
Insurance	6,099	369	8,539	-	5,765	84,568	86,548
Membership dues	-	1,687	2,720	-	1,142	33,583	35,406
Other expenses	-	-	-	-	-	102	312,320
Total expenses	\$ 630,145	\$ 313,364	\$ 1,060,199	\$ -	\$ 744,791	\$ 11,500,547	\$ 11,415,238

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2012
WITH COMPARATIVE TOTAL FOR 2011**

	<u>S02 & S09</u>	<u>D03</u>	<u>D04</u>	<u>D05</u>	<u>R15</u>	<u>R40</u>	<u>R42</u>
	<u>Service</u>	<u>Berlin Day</u>	<u>Littleton Day</u>	<u>Colebrook Day</u>	<u>Family</u>	<u>Individual</u>	<u>Children's</u>
	<u>Coordination</u>	<u>Program</u>	<u>Program</u>	<u>Program</u>	<u>Residence</u>	<u>Supported</u>	<u>Housing</u>
						<u>Living</u>	
EXPENSES							
Salaries and wages	\$ 672,445	\$ 758,640	\$ 818,617	\$ 533,679	\$ 1,247,236	\$ 159,879	\$ 32,732
Employee benefits	160,417	154,149	191,431	153,216	307,539	-	9,787
Payroll taxes	52,313	67,872	69,537	46,881	98,392	178	2,627
Client wages	-	49,398	10,682	46,167	-	-	-
Professional fees	44,370	8,699	42,043	4,910	4,463,939	320	76,551
Staff development and training	1,260	965	1,742	475	2,317	-	1
Occupancy costs	47,628	57,935	47,954	34,213	152,802	-	2,444
Consumable supplies	8,689	20,737	14,248	11,956	140,391	4,342	380
Equipment expenses	9,469	8,972	10,689	5,830	21,739	1,271	387
Communications	8,814	12,683	14,414	6,240	22,372	2,429	557
Travel and transportation	22,709	96,519	149,936	64,485	41,151	4,733	1,795
Assistance to individuals	35	12,202	19,179	945	21,284	109	-
Insurance	5,794	6,039	7,029	4,839	11,207	-	351
Membership dues	1,254	1,407	1,712	1,051	3,495	-	76
Other expenses	-	-	-	2,881	42,254	-	-
Total expenses	<u>\$ 1,035,197</u>	<u>\$ 1,256,217</u>	<u>\$ 1,399,213</u>	<u>\$ 922,768</u>	<u>\$ 6,576,116</u>	<u>\$ 173,281</u>	<u>\$ 127,688</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICESFOR THE YEAR ENDED JUNE 30, 2012
WITH COMPARATIVE TOTAL FOR 2011

	C39	C40	C41	I45	C49	C51	L17
	Columbia	Individual	Individual	Consolidated	Acquired	1 Person	Independent
	<u>Residence</u>	<u>Supported</u>	<u>Supported</u>	<u>Services</u>	<u>Brain</u>	<u>Residence</u>	<u>Living</u>
		<u>Living</u>	<u>Living</u>		<u>Disorder</u>	<u>W/Day</u>	<u>Services</u>
EXPENSES							
Salaries and wages	\$ 402,395	\$ 16,469	\$ -	\$ 162,576	\$ 41,276	\$ 3,026	\$ 119,358
Employee benefits	112,263	-	42,566	28,135	9,654	-	29,155
Payroll taxes	32,819	1,136	13,006	13,315	3,350	252	9,394
Client wages	11,935	-	166	-	-	-	-
Professional fees	23,239	-	803	587,443	177,209	435,323	25,419
Staff development and training	2	-	-	60	-	-	2
Occupancy costs	33,744	10,203	29,518	2,339	10,141	-	8,950
Consumable supplies	21,887	254	-	7,659	307	682	1,344
Equipment expenses	3,281	-	-	997	349	-	1,695
Communications	12,918	-	-	1,044	492	-	2,829
Travel and transportation	11,324	3,179	-	19,062	4,410	-	4,665
Assistance to individuals	343	17	-	26,650	573	-	592
Insurance	3,435	-	1,188	1,067	353	-	1,069
Membership dues	746	-	351	2,485	77	-	232
Other expenses	-	-	-	-	-	-	-
Total expenses	<u>\$ 670,331</u>	<u>\$ 31,258</u>	<u>\$ 87,598</u>	<u>\$ 852,632</u>	<u>\$ 248,191</u>	<u>\$ 439,283</u>	<u>\$ 204,704</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICESFOR THE YEAR ENDED JUNE 30, 2012
WITH COMPARATIVE TOTAL FOR 2011

	F35 Family Support Respite	E11 Early Supports & Respite	I35 & 124 In-Home Supports	D61 Day Only	R51 Residential Only	C10 Combined Res/Day	R10 Residential Services	Total Developmental Services Programs	Comparative 2011 Total
EXPENSES									
Salaries and wages	\$ 87,061	\$ 330,015	\$ 155,615	\$ 1,207,109	\$ -	\$ 1,691	\$ 1,691	\$ 6,751,710	\$ 6,683,448
Employee benefits	8,207	59,808	9,551	308,410	1,052	1,052	-	1,591,392	1,569,444
Payroll taxes	7,300	26,679	14,225	102,584	120	120	-	582,100	582,303
Client wages	-	-	-	52,763	-	-	-	171,111	161,659
Professional fees	299,877	61,190	153,618	10,238	-	1,819,808	238,865	8,473,854	8,212,462
Staff development and training	293	3,475	190	2,527	-	2	2	13,313	25,690
Occupancy costs	1,228	7,962	41	160,284	-	404	404	608,192	635,607
Consumable supplies	2,542	7,751	2,145	31,071	-	60	107	276,552	317,682
Equipment expenses	689	4,532	1,339	27,078	-	87	87	99,491	107,123
Communications	502	15,241	1,015	21,038	-	54	54	122,696	82,021
Travel and transportation	4,693	58,698	5,124	185,518	-	2	2	678,005	640,338
Assistance to individuals	1,816	20	10,023	13,075	-	-	-	106,863	73,943
Insurance	743	2,823	1,067	11,301	-	40	40	58,385	65,842
Membership dues	236	613	381	3,144	8	8	-	17,276	8,020
Other expenses	-	7	-	-	-	-	-	45,142	13,820
Total expenses	\$ 415,185	\$ 578,814	\$ 354,534	\$ 2,136,140	\$ 1,180	\$ 1,823,328	\$ 241,252	\$ 19,575,092	\$ 18,259,422

See Notes to Financial Statements

MISSION STATEMENT

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

STATEMENT OF VISION

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

KEY ADMINISTRATIVE PERSONNEL - FY2014

NORTHERN HUMAN SERVICES

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Dennis MacKay	0.65	\$ 103,350.00	\$ 38,464.40	37%
Chief Financial Officer	Dale Heon	0.50	\$ 44,945.00	\$ 16,727.46	37%
Medical Director	Eric Van Leuven, M.D.	1.00	\$ 195,526.00	\$ 72,770.11	37%
Chief Operations Officer	Eric Johnson	0.50	49,385.00	\$ 18,379.92	37%

Dennis MacKay

OBJECTIVE:

Utilize knowledge, creativity and extensive experience to manage and strengthen non-profit human service organizations

EMPLOYMENT:

Chief Executive Officer

1998 - Present

Northern Human Services

Conway, NH

Responsible for the management of a \$34 million mental health and developmental service organization. Assuring the delivery and quality of essential services to individuals living in a rural environment. Northern Human Services serves over 5,000 individuals and employs over 600 employees.

Chief of Mental Health Operations

1990 - 1998

Northern Human Services

Conway, NH

Responsible for the oversight of all mental health services and programs in the most rural region of New Hampshire. Administrative responsibilities include: primary liaison with all funding agencies; budget development and negotiations; program development; planning; development and implementation of operational policies and procedures; management of accounts receivable and information technology.

Area Director

1980 - 1990

Northern Human Services

Littleton, NH

Responsible for the management and delivery of comprehensive mental health and developmental services in a 22 town catchment area with a population of 26,000. Established critical services for mentally ill and developmentally delayed individuals during New Hampshire's "de-institutional era". Direct involvement in program management and supervision.

Senior Clinician

1979 - 1980

Northern Human Services

Berlin, NH

Provided outpatient therapy to adults and children. Consultation and education to area businesses and schools. Specialized in child and family intervention.

Senior Therapist

1973 - 1979

Tri County Mental Health

Rumford, ME

Senior clinician with the responsibility for ensuring the delivery of all mental health services in a rural setting. Responsibilities included the scheduling of all program services, development of new services, contracting for services and the delivery of services including: therapy, consultation and education, emergency services.

EDUCATION:

Masters in Social Work

1972 - 1973

University of Illinois

Urbana, IL

Major: Clinical Social Work (specializing in child & family)

Minor: Management & Administration

Bachelor of Arts

1967 - 1971

University of New Hampshire

Durham, NH

Major: Sociology, Magna Cum Laude

Activities: Senior Honors teaching assistantship in Sociology

Minor: Psychology

Honors: Phi Kappa Phi, Pi Gamma Mu, Alpha Kappa Delta

PROFESSIONAL EXPERIENCES:

- Graduate of the National Institute of Mental Health Advanced Degree of Community Mental Health Administration, 1982
- NH representative to the National Rural Mental Health Association
- Designed the NH Vocational Technical College program for Human Service Associates Degree
- Board of NH Behavioral Health Network 1992-2002
- NH Mental Health Legislative Commission 1999-2001
- President of the NH Behavioral Health Association 2003-2006
- Member of the Mental Health Planning Committee to develop a 10 year plan to restore mental health services in NH 2007-2008

Northern Human Services

Board of Directors

March 28, 2013

THE MENTAL HEALTH CENTER • Berlin
THE MENTAL HEALTH CENTER • Conway/Wolfboro
THE MENTAL HEALTH CENTER • Colebrook/Groveton
WHITE MOUNTAIN MENTAL HEALTH CENTER • Littleton/Woodsville
COMMON GROUND • Littleton
COMMUNITY SERVICES CENTER • Berlin
VERSHIRE CENTER • Colebrook

PRESIDENT

Marge McClellan

VICE PRESIDENT

Marti Faulkner

SECRETARY

Madelene Costello

TREASURER

CEO

Dennis MacKay

STAFF

Eric Johnson, COO

Dale Heon, CFO

Susan Wiggins, Exec Asst.

BOARD MEMBERS

Jenn Pinneo

Louise Valliere

Amy Mitz

Steve Michaud

Bob Fink

HONORARY BOARD MEMBERS

Caroline Gale

Natalie Peterson

Felix Weingart, Jr.

Harriet Baldwin

Executive Committee: Marge McClellan, Stephen Michaud, James Salmon, Marti Faulkner, Maddie Costello, Dennis MacKay

Finance Committee: Marti Faulkner, Marge McClellan, Steve Michaud, James Salmon, Dale Heon

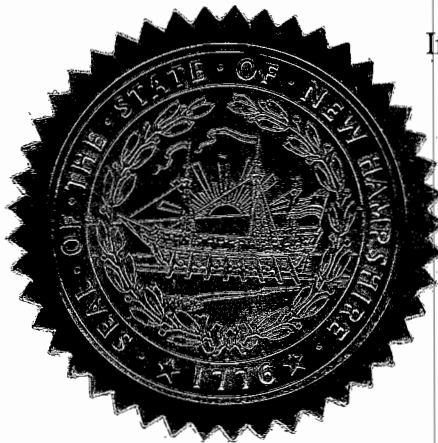
Program Committee: Amy Mitz, Jenn Pineo, Louise Valliere, Marge McClellan, Erik Johnson

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Northern Human Services is a New Hampshire nonprofit corporation formed March 3, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of April A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Maintenance 100	Children & Adolescents 101	Emergency Services/ Assessment 104	Restorative Partial Hospital 108
400 PROG. SERV. FEES							
401 Net client fees	801,596	0	801,596	333,167	28,337	24,641	11,954
402 HMO's	0	0	0	0	0	0	0
403 BC/BS	22,269	0	22,269	1,868	4,653	8,453	0
404 Medicaid	8,520,973	0	8,520,973	1,688,883	1,872,824	57,125	261,867
405 Medicare	500,459	0	500,459	292,796	0	12,443	0
406 Other insurance	261,321	0	261,321	43,826	39,671	3,374	0
411 Other program fees	560,906	0	560,906	0	0	0	0
SUBTOTAL	10,667,523	0	10,667,523	2,360,538	1,945,484	106,034	273,820
420 PROG. SALES							
421 Production	0	0	0	0	0	0	0
422 Service	189,981	0	189,981	0	0	0	0
430 PUBLIC SUPPORT							
431 United Way	0	0	0	0	0	0	0
432 Local/County Government	81,603	0	81,603	0	0	0	0
433 Donations/Contributions	11,500	0	11,500	0	0	0	0
434 Bur. Developmental Services	0	0	0	0	0	0	0
435 Other public support	285,615	0	285,615	0	0	0	0
436 Div. Voc. Rehab.	18,384	0	18,384	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	199,020	0	199,020	0	0	0	0
438 Div. for Children, Youth & Families	40,310	0	40,310	0	5,310	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
440 FEDERAL FUNDING							
441 Block Grants	0	0	0	0	0	0	0
442	0	0	0	0	0	0	0
443	0	0	0	0	0	0	0
444 HUD	134,526	0	134,526	0	0	0	0
445 Other Federal Grants	265,694	10,000	255,694	0	0	0	0
446 PATH	0	0	0	0	0	0	0
447	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
450 OTHER REVENUE							
451 Rental Income	0	0	0	0	0	0	0
452 Interest Income	0	0	0	0	0	0	0
453 In-Kind Donations	0	0	0	0	0	0	0
454 All Other Revenue	739,759	415,252	324,507	0	0	0	0
480 BBH							
481 Bur. of Behavioral Health	215,906	0	215,906	0	0	113,906	0
482 Other BBH	0	0	0	0	0	0	0
483	0	0	0	0	0	0	0
484	0	0	0	0	0	0	0
SUBTOTAL	12,849,820	425,252	12,424,568	2,360,538	1,950,794	219,940	273,820
500 General Management Allocation	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES	12,849,820	425,252	12,424,568	2,360,538	1,950,794	219,940	273,820

FY 2014 BUDGET

	Vocational Services 109	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Community Residence 122	Supportive Living 123	Other Non-BBH 199
400 PROG. SERV. FEES							
401 Net client fees	8,531	113,462	0	63,695	47,541	120,501	49,770
402 HMO's	0	0	0	0	0	0	0
403 BC/BS	0	7,296	0	0	0	0	0
404 Medicaid	113,071	109,515	0	844,160	991,775	2,448,022	133,730
405 Medicare	0	149,157	0	6,873	0	0	39,191
406 Other insurance	0	112,809	0	8,375	0	492	52,776
411 Other program fees	0	1,433	0	0	0	0	559,473
SUBTOTAL	121,602	493,671	0	923,102	1,039,316	2,569,015	834,939
420 PROG. SALES							
421 Production	0	0	0	0	0	0	0
422 Service	189,981	0	0	0	0	0	0
430 PUBLIC SUPPORT							
431 United Way	0	0	0	0	0	0	0
432 Local/County Government	0	81,603	0	0	0	0	0
433 Donations/Contributions	0	11,500	0	0	0	0	0
434 Bur. Developmental Services	0	0	0	0	0	0	0
435 Other public support	0	208,061	0	0	0	0	77,555
436 Div. Voc. Rehab.	18,384	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	199,020
438 Div. for Children, Youth & Families	0	0	0	0	0	0	35,000
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
440 FEDERAL FUNDING							
441 Block Grants	0	0	0	0	0	0	0
442	0	0	0	0	0	0	0
443	0	0	0	0	0	0	0
444 HUD	0	0	0	0	134,526	0	0
445 Other Federal Grants	1,500	0	254,194	0	0	0	0
446 PATH	0	0	0	0	0	0	0
447	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
450 OTHER REVENUE							
451 Rental Income	0	0	0	0	0	0	0
452 Interest Income	0	0	0	0	0	0	0
453 In-Kind Donations	0	0	0	0	0	0	0
454 All Other Revenue	0	74,421	0	0	0	0	250,086
480 BBH							
481 Bur. of Behavioral Health	0	0	0	102,000	0	0	0
482 Other BBH	0	0	0	0	0	0	0
483	0	0	0	0	0	0	0
484	0	0	0	0	0	0	0
SUBTOTAL	331,467	869,256	254,194	1,025,102	1,173,842	2,569,015	1,396,599
500 General Management Allocation	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES	331,467	869,256	254,194	1,025,102	1,173,842	2,569,015	1,396,599

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Maintenance 100	Children & Adolescents 101	Emergency Services/ Assessment 104	Restorative Partial Hospital 108	Vocational Services 109
600 PERSONNEL COSTS								
601 Salary & Wages	7,673,883	706,923	6,966,961	1,768,247	808,663	484,923	114,579	133,432
602 Employee Benefits	1,611,515	148,454	1,463,062	371,332	169,819	101,834	24,062	28,021
603 Payroll Taxes	613,911	56,554	557,357	141,460	64,693	38,794	9,166	10,675
SUBTOTAL	9,899,309	911,930	8,987,379	2,281,038	1,043,175	625,550	147,807	172,127
610 Client Wages	178,770	0	178,770	0	0	0	0	178,770
620 PROFESSIONAL FEES								
621 Substitute Staff	0	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0	0
624 Accounting	48,455	48,455	0	0	0	0	0	0
625 Audit Fees	34,620	34,620	0	0	0	0	0	0
626 Legal Fees	20,312	15,918	4,394	0	0	0	0	0
627 Other Prof. Fees/Consultations	262,451	44,897	217,555	36,408	25,221	4,922	1,112	4,007
630 STAFF DEV & TRAINING								
631 Journals & Publications	3,065	0	3,065	323	200	23	560	17
632 In-Service Training	2,300	0	2,300	428	0	0	285	143
633 Conferences & Conventions	13,228	1,595	11,633	4,587	161	189	450	0
634 Other Staff Development	100,357	0	100,357	65	2	2	0	0
640 OCCUPANCY COSTS								
641 Rent	432,164	34,182	397,982	86,834	36,683	12,026	2,358	21,860
642 Mortgage (Interest)	0	0	0	0	0	0	0	0
643 Heating Costs	3,777	0	3,777	0	0	0	0	3,777
644 Other Utilities	8,687	1,784	6,903	152	137	0	0	2,804
645 Maintenance & Repairs	114,785	5,390	109,395	28,190	10,458	3,117	9,104	6,090
646 Taxes	0	0	0	0	0	0	0	0
647 Other Occupancy Costs	42,236	956	41,280	10,523	3,110	1,064	4,406	3,056
650 CONSUMABLE SUPPLIES								
651 Office	60,017	7,353	52,664	15,531	5,267	1,013	2,265	1,649
652 Building/Household	67,204	2,903	64,301	11,141	5,532	1,613	4,880	14,046
653 Educational/Training	284	0	284	284	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0	0
655 Food	107,830	6,158	101,672	10,454	4,751	632	30,162	16,985
656 Medical	0	0	0	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0	0	0	0
SUBTOTAL PAGE	11,399,847	1,116,141	10,283,706	2,485,953	1,134,693	650,147	203,386	425,327

FY 2014 BUDGET

	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Community Residence 122	Supportive Living 123	Other Non-BBH 199
600 PERSONNEL COSTS						
601 Salary & Wages	1,422,116	87,615	446,042	498,252	671,315	531,778
602 Employee Benefits	298,644	18,399	93,669	104,633	140,976	111,673
603 Payroll Taxes	113,769	7,009	35,683	39,860	53,705	42,542
SUBTOTAL	1,834,530	113,023	575,394	642,745	865,996	685,994
610 Client Wages	0	0	0	0	0	0
620 PROFESSIONAL FEES						
621 Substitute Staff	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0
625 Audit Fees	0	0	0	0	0	0
626 Legal Fees	0	0	4,394	0	0	0
627 Other Prof. Fees/Consultations	38,567	0	30,462	9,857	10,098	56,903
630 STAFF DEV & TRAINING						
631 Journals & Publications	1,347	0	153	146	75	224
632 In-Service Training	162	0	0	570	713	0
633 Conferences & Conventions	2,841	0	53	0	38	3,315
634 Other Staff Development	162	100,000	0	128	0	0
640 OCCUPANCY COSTS						
641 Rent	82,146	1,790	57,336	35,667	34,385	26,900
642 Mortgage (Interest)	0	0	0	0	0	0
643 Heating Costs	0	0	0	0	0	0
644 Other Utilities	20	0	1,823	1,970	0	0
645 Maintenance & Repairs	23,141	284	7,802	5,427	8,910	6,875
646 Taxes	0	0	0	0	0	0
647 Other Occupancy Costs	7,815	114	4,491	2,756	1,934	2,015
650 CONSUMABLE SUPPLIES						
651 Office	14,235	386	2,369	2,927	3,576	3,449
652 Building/Household	8,952	191	4,652	8,010	3,180	2,106
653 Educational/Training	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0
655 Food	7,751	101	7,407	14,540	6,480	2,412
656 Medical	0	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0	0
SUBTOTAL PAGE	2,021,667	215,887	696,333	724,739	935,383	790,190

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Maintenance 100	Children & Adolescents 101	Emergency Services/ Assessment 104	Restorative Partial Hospital 108	Vocational Services 109
Total Carried Forward	11,399,847	1,116,141	10,283,706	2,485,963	1,134,693	650,147	203,386	425,327
700 Advertising	28,493	3,434	25,059	12,464	939	231	159	222
710 Printing	6,149	2,522	3,627	1,152	306	135	120	272
720 Telephone/Communication	155,525	13,601	141,924	32,132	12,659	16,920	1,524	9,105
730 Postage/Shipping	15,847	4,172	11,675	2,754	1,272	300	45	431
740 TRANSPORTATION								
741 Board Members	0	0	0	0	0	0	0	0
742 Staff	164,050	3,482	160,568	52,427	24,602	2,399	417	14,444
743 Clients	145,593	0	145,593	26,280	14,921	83	78	7,419
744 Delivery Products	0	0	0	0	0	0	0	0
750 ASSIST.TO INDIVIDUALS								
751 Client Services	9,966	0	9,966	600	350	0	690	0
752 Clothing	1,040	0	1,040	20	0	0	0	0
760 INSURANCE								
761 Malpractice & Bonding	0	0	0	0	0	0	0	0
762 Vehicles	24,353	0	24,353	0	0	0	786	6,716
763 Comprehensive, Property & Liability	65,369	5,030	60,339	16,560	6,333	1,986	818	1,400
800 OTHER EXPENDITURES								
801 Interest Expense (other than Mortgage Interest)	0	0	0	0	0	0	0	0
802 In-Kind Expense	0	0	0	0	0	0	0	0
803 Depreciation, Equipment	70,083	5,559	64,524	16,988	6,474	4,743	842	1,430
804 Depreciation, Building	0	0	0	0	0	0	0	0
805 Equipment Rental	1,043	115	929	197	62	15	18	458
806 Equipment Maintenance	45,930	26,787	19,143	2,855	977	3,975	692	5,018
807 Membership Dues	57,363	20,369	36,995	9,255	4,211	681	672	1,535
810 Other Expenditures	659,172	5,459	653,714	217,452	24,717	28,020	18,798	3,885
TOTAL EXPENSES	12,849,820	1,206,668	11,643,152	2,877,086	1,232,512	709,634	229,044	477,658
900 Administrative Allocation	0	0	0	0	0	0	0	0
TOTAL PROGRAM EXPENSES	12,849,820	1,206,668	11,643,152	2,877,086	1,232,512	709,634	229,044	477,658
SURPLUS/(DEFICIT)	(0)	(781,416)	781,416	(516,548)	718,282	(489,694)	44,777	(146,191)
Total Revenue - Total Expense (line 49 - 115)								

FY 2014 BUDGET

	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Community Residence 122	Supportive Living 123	Other Non-BBH 199
Total Carried Forward	2,021,667	215,887	696,333	724,739	935,383	790,190
700 Advertising	4,644	443	89	4,185	1,376	309
710 Printing	1,280	0	59	35	120	150
720 Telephone/Communication	26,213	467	7,350	14,550	10,628	10,379
730 Postage/Shipping	2,801	108	1,053	855	969	1,088
740 TRANSPORTATION						
741 Board Members	0	0	0	0	0	0
742 Staff	14,042	4,169	7,023	4,397	19,259	17,393
743 Clients	1,275	176	39,072	9,120	45,278	1,893
744 Delivery Products	0	0	0	0	0	0
750 ASSIST.TO INDIVIDUALS						
751 Client Services	2,489	0	3	3,851	1,976	9
752 Clothing	0	0	23	998	0	0
760 INSURANCE						
761 Malpractice & Bonding	0	0	0	0	0	0
762 Vehicles	0	0	0	16,851	0	0
763 Comprehensive, Property & Liability	12,747	245	4,911	5,187	5,372	4,782
800 OTHER EXPENDITURES						
801 Interest Expense (other than Mortgage Interest)	0	0	0	0	0	0
802 In-Kind Expense	0	0	0	0	0	0
803 Depreciation, Equipment	13,034	252	5,028	5,321	5,546	4,869
804 Depreciation, Building	0	0	0	0	0	0
805 Equipment Rental	108	2	21	2	29	20
806 Equipment Maintenance	2,873	35	878	321	773	750
807 Membership Dues	8,811	3,258	1,967	1,706	1,844	3,057
810 Other Expenditures	221,412	0	27,305	9,452	83,454	19,220
TOTAL EXPENSES	2,333,393	225,038	791,112	801,566	1,112,002	854,107
900 Administrative Allocation	0	0	0	0	0	0
TOTAL PROGRAM EXPENSES	2,333,393	225,038	791,112	801,566	1,112,002	854,107
SURPLUS/(DEFICIT)	(1,464,137)	29,156	233,990	372,276	1,457,013	542,493
Total Revenue - Total Expense (line 49 - 115)						

Client#: 1010836

NORTHUHM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/03/2013

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

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

PRODUCER USI Insurance Svcs LLC, CL PO Box 406 Portland, ME 04112-0406		CONTACT NAME: PHONE (A/C, No, Ext): 603 625-1100 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: NH Employers Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23850 13083	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		PHPK999345	03/31/2013	03/31/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		PHPK999345	03/31/2013	03/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$10000		PHUB416023	03/31/2013	03/31/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	ECC4000432012012	09/30/2012	09/30/2013	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Prof. Liability		PHPK999345	03/31/2013	03/31/2014	Per Claim 1,000,000 Aggregate 3,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Bureau of Behavioral Health
 Main Bldg, Rm 210S
 105 Pleasant St
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

E. Smith

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Budget Form

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

Bidder/Program Name: Northern Human Services

Budget Request for: Community Mental Health Services

(Name of RFP)

Budget Period: FY 2014 7/1/2013 - 6/30/2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 7,145,730.56	\$ 706,922.63	\$ 7,852,653.19	
2. Employee Benefits	\$ 2,020,418.56	\$ 205,007.56	\$ 2,225,426.13	
3. Consultants	\$ 216,054.50	\$ 146,396.75	\$ 362,451.25	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 928.50	\$ 114.75	\$ 1,043.25	
Repair and Maintenance	\$ 19,143.00	\$ 26,787.00	\$ 45,930.00	
Purchase/Depreciation	\$ 64,524.00	\$ 5,559.00	\$ 70,083.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 218,919.00	\$ 16,414.50	\$ 235,333.50	
6. Travel	\$ 306,160.50	\$ 3,482.25	\$ 309,642.75	
7. Occupancy	\$ 559,336.50	\$ 42,312.00	\$ 601,648.50	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 141,924.00	\$ 13,600.50	\$ 155,524.50	
Postage	\$ 11,674.50	\$ 4,172.25	\$ 15,846.75	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 4,393.50	\$ 98,992.50	\$ 103,386.00	
Insurance	\$ 84,691.50	\$ 5,029.50	\$ 89,721.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 54,348.00	\$ 21,963.75	\$ 76,311.75	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 693,405.00	\$ 11,413.50	\$ 704,818.50	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 11,541,651.62	\$ 1,308,168.44	\$ 12,849,820.07	

Indirect As A Percent of Direct

11.3%

Region I

Northern Human Services

Communities Served:

Albany
Bartlett
Bath
Benton
Berlin
Bethlehem
Brookfield
Carroll
Chatham
Clarksville
Colebrook
Columbia
Conway
Dalton
Dixville
Dummer
Easton
Eaton
Effingham
Errol
Franconia
Freedom
Gorham
Hart's Location
Haverhill
Jackson
Jefferson
Lancaster
Landaff

Lincoln
Lisbon
Littleton
Lyman
Madison
Milan
Monroe
Moultonborough
Northumberland
Ossipee
Piermont
Pittsburg
Randolph
Sandwich
Shelburne
Stark
Stewartstown
Stratford
Sugar Hill
Tamworth
Tuftonboro
Wakefield
Warren
Waterville Valley
Wentworth Location
Whitefield
Wolfeboro
Woodstock

Community Mental Health Center

Establishment Dates

Region I

Northern Human Services 03-03-71
87 Washington Street
Conway NH 03818

Region II

West Central Services, Inc. 06-06-85
DBA West Central Behavioral Health 02-05-01
2 Whipple Place, Suite 202 trade name
Lebanon NH 03766

Region III

The Lakes Region Mental Health Center, Inc. 07-14-69
DBA GENESIS – Behavioral Health 5-26-00
111 Church Street trade name
Laconia NH 03246

Region IV

Riverbend Community Mental Health, Inc. 03-25-66
5 Market Lane, PO Box 2032
Concord NH 03302-2032

Region V

Monadnock Family Services 03-05-24
64 Main Street, Suite 301
Keene NH 03431

Region VI

Community Council of Nashua, NH 12-24-23
DBA Greater Nashua Mental Health Center at 10-21-08
Community Council. trade name
7 Prospect Street
Nashua NH 03060-3990

Harbor Homes, Inc. 02-15-80
45 High Street
Nashua NH 03060

Region VII

The Mental Health Center of Greater Manchester 10-17-60
401 Cypress Street
Manchester NH 03103-3628

Region VIII

Seacoast Mental Health Center, Inc. 01-21-63
1145 Sagamore Avenue
Portsmouth NH 03801

Region IX

Behavioral Health and Developmental Services 09-24-82
of Strafford County, Inc.
DBA Community Partners of Strafford County 10-27-03
Forum Court, 113 Crosby Road, Suite 1 trade name
Dover NH 03820

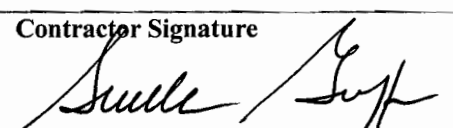
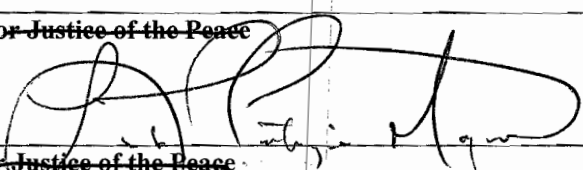
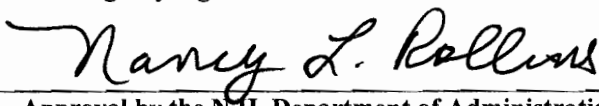
Region X

Mental Health Center for Southern NH 05-06-81
CLM Center for Life Management 10-27-99
44 Stiles Road non-profit
Salem NH 03079

Subject: To Provide Mental Health Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH DHHS-Division of Community Based Services Bureau of Behavioral Health		1.2 State Agency Address 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name West Central Services, Inc. DBA West Central Behavioral Health		1.4 Contractor Address 9 Hanover Street, Suite 2 Lebanon, NH 03766	
1.5 Contractor Phone Number 603-448-0126	1.6 Account Number Various State Accounts. See List in Exhibit B.	1.7 Completion Date 06-30-14	1.8 Price Limitation \$519,699
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Juellen Griffin, President/CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Grafton</u> On <u>5/9/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary Public or Justice of the Peace Linda L. Lantaigne, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs	
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) By: <u>Mike. Brown</u> On: <u>5/30/13</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

CERTIFICATE OF VOTE

I, Patricia Warren, do hereby certify that:

1. I am the duly elected Vice Chairman, Board of Directors of West Central Services, Inc.
DBA West Central Behavioral Health
2. The following are true copies of two resolutions duly adopted by meeting of the Board of Directors of the Corporation duly held on April 22, 2013.

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

To Provide: Mental Health Services.

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 9, 2013].

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

(Seal)
(Corporation)


(Signature of Board Member)

State of New Hampshire

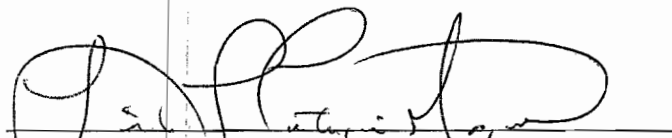
County of Grafton

The foregoing instrument was acknowledged before me this 9 day of May, 2013

by Patricia Warren

(Seal)
(Notary Public)




Name: Linda L. Lanteigne Magoon
Title: Notary Public/Justice of the Peace

Commission Expires: (date) 3/28/2017

EXHIBIT A

SCOPE OF WORK

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.

The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. BEHAVIORAL HEALTH SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- C. The Contractor shall provide services in accordance with the service projections set forth on the statistical pages immediately following Exhibit A. These service projections are based upon the needs of its consumers, taking into account the Contractor's caseload, available staffing and other resources, including the State funds that the Contractor expects to receive for the services to be performed under this Agreement.
- D. For all consumers eligible under He-M 401 that the Contractor has case management responsibilities for, the Contractor agrees to assure that applications for all appropriate sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Public Housing, and Section 8 subsidies are filed in a timely fashion.
- E. The Contractor agrees to make Illness Management and Recovery (IMR) services and evidence-based Supported Employment (SE) services available to eligible consumers. The Contractor may also offer complementary employment programs in conjunction with the evidence-based Supported Employment program.

II. TRANSITION TO MANAGED CARE

- A. All Medicaid billings for services provided to consumers who are enrolled members of a Managed Care Organization (MCO), shall be submitted to the MCO upon the Effective Date of Coverage with the MCO.
- B. The role of community mental health program 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 community mental health program 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.
- C. 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 years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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- D. In the event that the Medicaid program in New Hampshire is transitioned, in whole or in part, during the period in which this Contract is in effect such that some of all of the services required to be provided by the Contractor are provided to consumers who are then enrolled as members of an MCO, the Contractor and BBH agree, upon the request of either party, to meet and discuss in good faith whether there are any provisions of the Contract which reasonably ought to be deleted or amended in order to accommodate the new service and reimbursement environment in which the parties may find themselves.

III. PROVISION OF QUALITY SERVICES

- A. The Contractor agrees that it will 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 BBH within timeframes reasonably specified by BBH in order to ensure the efficient and effective administration of the Medicaid program.
- B. As part of the effort to ensure quality services, BBH conducts annual reviews to ascertain that eligibility has been properly determined in accordance with He-M 401, "Eligibility Determination and Individual Service Planning." In the event that the annual review finds that 75% of the records examined are in compliance with the eligibility requirements of He-M 401, BBH shall refrain from conducting a review of eligibility determinations in the next year. Eligibility reviews will be conducted in the subsequent year. BBH will conduct such other quality assurance reviews, as it deems necessary and appropriate.
- C. The Contractor agrees to submit to BBH data needed by BBH to comply with federal reporting requirements within timeframes reasonably specified by BBH.
- D. In regard to the data required for the Phoenix system:
1. Monthly data shall be in the .csv format and shall be submitted on the 15th of each month unless otherwise agreed to by BBH.
 2. Errors in data returned by BBH to the Contractor shall be corrected and returned to BBH.
 3. Data shall be current and updated as required for federal reporting.
 4. For the purpose of data submitted for the Phoenix data system, the contractor agrees for the following fields that the error rate (invalid codes, Unknowns, nulls) shall not exceed 20% of the total records. An error rate in excess of 20% shall not constitute an event of default. In the event of an error rate of greater than 20%, the contractor shall submit a correction plan to show how improvements will be made to the fields listed below.
 - a. Race
 - b. Ethnicity
 - c. Employment status
 - d. Living status
 - e. Criminal justice data
 - f. School attendance data
- E. In order to achieve positive consumer outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services, and who are responsible for completing the eligibility determination process as specified in He-M 401, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a children's clinician, and the Adult Needs and Strengths Assessment (ANSA) if they are an adult clinician.
1. Clinicians shall be certified in the use of the New Hampshire version of the CANS and the ANSA within 120-days of implementation by the DHHS of a web-based training and certification system.
 - a. The CANS and the ANSA assessment shall be completed by the community mental health clinician no later than the first annual review for the consumer following clinician certification.
 - b. The community mental health eligibility determination tool, as specified in He-M 401, and in effect on July 1, 2012, shall continue to be utilized by the clinician until such time as the Department of Health and Human Services implements web-based access to the

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CANS and the ANSA, the clinician is certified in the use of the CANS and the ANSA, and the annual review date has passed.

2. The CANS and the ANSA assessment shall be completed at least every three (3) months to document progress towards goals and objectives and any continued need for community mental health services.
 - a. Completion of the CANS or ANSA assessment shall fulfill the quarterly review requirements as defined in He-M 408 and He-M 401.
 - b. The CANS and the ANSA shall be utilized to develop an individualized, person-centered treatment plan, with measurable outcomes to inform future modifications to the individualized service plan.
- F. The percentage of Individualized Recovery and Resiliency Services (IROS) Medicaid billings, as specified in He-M 426, to all other community mental health services Medicaid billings shall, at a minimum, be maintained at their current regional levels. IROS services include the following: Individual and Group Functional Support Services (FSS), Illness Management and Recovery (IMR), and Evidence Based Supported Employment (EBSE). The Contractor, however, shall not be in breach of this provision if its failure to maintain the ratio of billings at the current level is due to the MCO taking a rate or utilization action which materially impairs the Contractor's ability to do so.
- G. In order to measure Consumer and Family Satisfaction, BBH shall contract with a private vendor during fiscal year 2014 to assist the Contractor and BBH with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction.
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor.
 3. The Contractor will support the efforts of BBH and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by BBH to explain the survey and otherwise support attempts by BBH to increase participation in the survey.
- H. 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. Children age 12 and older will be screened through administration of CRAFFT (Car, Relax, Alone, Forget, Friends, Trouble), and Adults will be screened through the administration of AUDIT (Alcohol Use Disorders Identification Test) and DAST (Drug Abuse Screening Test) instruments or other instrument(s) approved by BBH. The performance standard for fiscal year 2013 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual BBH Quality Assurance and Compliance Review.

IV. MAINTENANCE OF FISCAL INTEGRITY

- A. In order to enable BBH to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Balance Sheet and Profit and Loss Statements for the agency and all related parties that are under the Parent Corporation of the mental health provider organization. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
 1. Days of Cash on Hand:
 - a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period.
 - c. Performance Standard: The Contractor shall have enough cash and cash equivalents to

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cover expenditures for a minimum of fifteen (15) business days with no variance allowed.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.:1.0. with no variance allowed.

3. Medicaid Days in Accounts Receivable:

- a. Rationale: Medicaid is the primary payor for most CMHCs. The number of days it takes to collect this revenue has a major impact on the Contractor's ability to meet expenses.
- b. Definition: The number of days (on average) it takes the Contractor to collect Medicaid.
- c. Formula: Total Medicaid accounts receivable (including those due from Medicaid Managed Care Organizations) divided by net Medicaid charges divided by the number of days in the reporting period.
- d. Source of Data: The Contractor shall submit to BBH monthly, a breakdown of accounts receivables within their balance sheet, and net Medicaid charges on the profit & loss statement.
- e. Performance Standard: The Contractor shall maintain a standard maximum of forty (40) days with a 20% variance allowed.

4. Debt Service Coverage Ratio:

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

5. Net Assets to Total Assets:

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

B. In any budget submitted to BBH for purposes of contract approval, the Contractor agrees to limit administrative costs to 12% or less of the total program expenses.

C. For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement," "State Funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include all state general funds, including the State's share of Medicaid, provided to the Contractor, as well as all federal grant funds allocated by BBH to the provider, along with any prior years' state and/or federal funds deferred to the current year with BBH approval.

V. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

A. The community mental health program shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital to assist in the coordinated discharge planning for the consumer to

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either return to services in the community or offer services at the local community mental health program.

- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon receipt of notification of the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The community mental health program shall work with DHHS to review cases of consumers that New Hampshire Hospital, and/or the community mental health program has indicated will have difficulty returning back into the community, identify barriers to discharge, and develop an appropriate plan to transition back into the community.
- D. The community mental health program shall make a face-to-face appointment available to a consumer leaving New Hampshire Hospital who desires to reside in the region served by the community mental health program 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.

VI. COORDINATION WITH PRIMARY CARE PROVIDER

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

VII. REDUCTION OR SUSPENSION OF FUNDING

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

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VIII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph VII. above, prior to the elimination of or a significant reduction in a program which delivers services contracted by BBH (as reflected in the statistical pages immediately following Exhibit A), and paid for, in whole or in part, by State Funds, the Contractor shall provide BBH with at least thirty (30) days written notice with an explanation of the programmatic and financial impact. The Contractor and BBH 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. In the event that BBH is not in agreement with such elimination or reduction prior to the proposed effective date, BBH may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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) day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided. The Contractor shall not redirect Medicaid 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, BBH shall control the expenditure of the unspent Medicaid funds.

IX. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- A. The Contractor shall assist the Pre-Admission Screening and Resident Review (PASRR) Office of the NH Department of Health and Human Services in meeting the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the PASRR Office and with the appropriate authorization to release information, the Contractor shall provide the PASRR Office with 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. The Contractor may bill Medicaid, and the PASRR Office may approve payment, for activities related to the PASRR process.

X. EMERGENCY SERVICES

- A. The Contractor shall use Emergency Services funds to offset the cost of providing Emergency Services to individuals with no insurance.

XI. ASSERTIVE COMMUNITY TREATMENT (ACT) TEAM SUPPORT FUNDS

- A. **General Requirements:** General Funds in the amounts identified in Exhibit B are to be used for the design and sustaining of an Assertive Community Treatment team (ACT). This includes, but is not limited to, the recruitment, hiring, and training of staff, supervision, start-up costs for a new program such as office materials, and non-billable time spent by staff creating an environment to help the program succeed within the community. These funds may also be used to support ACT clients in their community to prevent hospitalization, incarceration, or homelessness.
- B. **7-Days Per Week Coverage:** Additional funding is being made available to the Contractor to increase the availability of one of the Contractor's Assertive Community Treatment team's coverage to 7-days per week. The Contractor will ensure weekend coverage is prioritized to meet the following deliverables for a minimum of 8 hours on Saturday and 8 hours on Sunday, with the specific hours to be determined by the Contractor:
1. Crisis intervention for individuals who may be in crisis and need a crisis evaluation and development of a disposition plan appropriate to the individual's needs by the ACT Team;

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2. Follow-up services in the community for individuals that the treatment team has determined need services provided over the weekend due to the clinical needs of the individual;
 3. Support and/or community based services for individuals who are being discharged from a hospital or other inpatient setting and returning to the community over the weekend.
- C. Contractors establishing a new ACT Team for FY14 shall utilize the additional funding to ensure the new ACT Team meets the criteria detailed above.
- D. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XII. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) SERVICES

- A. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

XIII. EMPLOYMENT DEVELOPMENT INITIATIVE (EDI)

- A. Funds will be used to offset lost productivity for CMHC staff to attend trainings in Supported Employment, an evidence-based practice designed to improve employment opportunities for people with mental illness. The goal will be to improve employment outcomes for clients of the agencies designated to receive these funds.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XIV. NH MEDICAID WELLNESS INCENTIVE PROGRAM (WIP)

- A. The Contractor is a project site in a 5-year grant awarded to the NH Bureau of Behavioral Health by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (WIP) "Healthy Choices, Healthy Changes".
- B. WIP is an intervention supporting exercise, improved nutrition, and smoking cessation, with mentoring and incentives to improve cardiac and metabolic health in clients of the NH Community Mental Health Center (CMHC) system.
- C. WIP will build upon and benefit from the existing infrastructure of the In SHAPE health promotion program established in 2004 for people with SMI at risk of cardiovascular disease.
- D. WIP will offer four (4) "Supported Weight Management" programs:
1. Gym Membership;
 2. In SHAPE (includes gym membership);
 3. Weight Watchers; and
 4. In SHAPE and Weight Watchers.
- E. WIP will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- F. WIP will offer three (3) "Supported Smoking Cessation" programs:
1. Prescriber Referral and Telephone Cognitive Behavior Therapy;
 2. Prescriber Referral and Facilitated Use of Quit line; and
 3. Prescriber Referral alone.

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- G.** Incentives Counselors (ICs) will be employed by Dartmouth to:
1. Promote access to the WIP program;
 2. Help participants make decisions about health behavior changes; and
 3. Encourage the use of incentives.
- H.** The Contractor will establish an In SHAPE program, necessary for offering WIP. This includes:
1. Negotiating partnerships with community fitness facilities (gyms and other facilities that promote fitness and health);
 2. Hiring Health Mentors (see number of FTE's in Exhibit B): certified fitness trainers who provide the In SHAPE program; and
 3. They will also participate in the hiring of an Incentives Counselor, who will be employed by the Dartmouth Center for Aging Research, but will administer the WIP program at the CMHC.
- I.** The Contractor will provide space in the offices of the CMHC that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- J.** The Contractor will devise and implement a plan to provide transportation assistance to WIP participants, as specified and funded in the grant.
- K.** The Contractor will also identify a project site WIP Leader who will work with members of the WIP implementation and evaluation teams at the Bureau of Behavioral Health and Dartmouth to ensure that the project is progressing, as required by the grant.
- L.** The CMHCs will partner with WIP project members at BBH and the Dartmouth Center for Aging Research to recruit and enroll a total of:
1. 1,600 CMHC clients eligible for Medicaid in the weight management programs statewide;
 2. 2,000 CMHC clients eligible for Medicaid in the smoking education and cessation programs statewide.
- M.** The Contractor will provide the information needed for required reporting to CMS, as requested by WIP project members at BBH and the Dartmouth Center for Aging Research.

XV. DATA INFRASTRUCTURE GRANT (DIG)

- A.** BBH funding for any CMHC data infrastructure projects or activities is dependent upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B.** Agencies should seek approval from BBH before planning to use or committing any DIG or federal data infrastructure funds.
- C.** Activities that may be funded:
1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines, or
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime), or
 - c. Software and/or training purchased to improve Phoenix data collection, or
 - d. Staff training for collecting new data elements.
 2. Other activities as requested, documented, and approved.
- D.** Other conditions for payment:
1. Progress Reports received by BBH according to prior agreement with agencies will:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings, and
 - c. Include progress to meet anticipated deadlines as specified.
 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from CMHC IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and

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- c. CMHC may request other payment schedule based on documented need.

XVI. BALANCING INCENTIVE PROGRAM (BIP)

- A. The Balancing Incentive Program (BIP) federal funds are available to enhance the capacity of the Community Mental Health Centers through trainings to serve adults with Severe Mental Illness (SMI) and children with Serious Emotional Disturbance (SED). The trainings supported by this agreement involve unique specialized service models and tools that will improve the core competencies of provider staff to utilize practices that are proven successful in improving outcomes for individuals served and keeping those in need of behavioral health long-term services and supports in their communities and out of institutions.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

FY14 Region 2 Exhibit A (DCYF,ACT,ES,EDL,MIPCD,DIG,BIP)

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FY14 SCOPE OF SERVICE REPORT

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

DATE PREPARED: March 28, 2013

PREPARED BY: L LANTEIGNE MAGOON

Type	Cost Center Number	PROGRAM NAME	PHOENIX INPUT AGENCY NUMBER(S)	Location	CASELOAD/ CAPACITY	SUBCONTRACTED YES / NO / PARTIALLY	START DATE	DATE OF SERVICE COMPLETION
MAINTENANCE	100	Enhanced Care and Core Programs	442, 443	Lebanon	600	No		
MAINTENANCE	200	Enhanced Care and Core Programs	742,743	Claremont	600	No		
CHILDREN/ADOLESCENTS	101	Child & Adolescent	662	Claremont	400	No		
CHILDREN/ADOLESCENTS	201	Child & Adolescent	362	Lebanon	400	No		
CHILDREN/ADOLESCENTS	301	Child & Adolescent	862	Newport	200	No		
OLDER ADULT SERVICES	102	Older Adults	363,663,863	Lebanon, Claremont & Newport	200	No		
EMERGENCY SERVICES/ ASSESSMENT	104	Emergency	651	Lebanon, Claremont, Newport	2000	No		
VOCATIONAL SERVICES	209	Vocational	444,744	Lebanon & Claremont	200	No		
SERVICES TO NON-ELIGIBLES	112	General Adult	381	Lebanon	300	No		
ACT TEAM	114	ACT Team	746	Lebanon, Claremont, Newport	15	No		
COMMUNITY RESIDENCE	122	Arbor View	434	Newport	16	No		
INDEPENDENT HOUSING	124	High Street	731	Claremont	5	No		
OTHER (NON-BBH)	199	Non BBH	282	n/a	n/a	No		

Part IIA: Services to Adults in State Supported Programs Number of Clients Served

West Central Behavioral Health

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

(ALL numbers	100	102	103	104	106	107	108	109	110	111	112	113	114	*Unduplic
Cumulative YTD)	Maint	Older Adults	Intake	Emerg. Svcs. Assessment	Brief / DRF	IPH	RPH	Voc	Case Mgt.	Social Club Peer/Supp.	Services to Non-Eligibles	Multi Service Team	ACT Team	ated Totals
1) Unduplicated number of SPMI clients served in program	370	114		106			16	76	Do		25		8	413
2) Unduplicated number of SMI clients served in program	393	29		134			1	60	Not		46		6	421
3) Unduplicated number of low utilizer served in program									Use					
4) Unduplicated number of non eligible adult clients served in program	492	400		643				1	Use		967		1	2003
5) TOTAL unduplicated number served in program YTD (add #'s 1-4)	1257	544	0	883	0	0	17	137	0	0	1038	0	15	2840

*Total of Adults for all Agency services, including those who may receive only housing services in PART IIIA

Part IIB: Services to Adults in State Supported Programs Units/Days of Service

West Central Behavioral Health

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

NOTE: Brief / DRF: Report Clinical units in top and patient days in the bottom of block. **IPH and RPH:** Units top, Half day middle, Full days bottom.

	100	102	103	104	106	107	108	109	110	111	112	113	114	Totals
	Maint	Older Adults	Intake	Assessment	Brief/DRF	IPH	RPH	Voc	Case Mgt.	Social Club Peer/Supp.	Services to Non-Eligibles	Multi-Service Team	ACT TEAM	
(ALL Numbers Cumulative YTD)														
1) Units of service to SPMI clients	59604	11396		195	U	U	U	3122	D		1254		1290	U 76861
						H	H		O					H 0
						D	D							D 0
2) Units of service to SMI clients	34579	1626		803	U	U	U	1718	N		1153		1238	U 41117
						H	H		O					H 0
						D	D		t					D 0
3) Units of service to low utilizer clients	304	28			U	U	U		O					U 332
						H	H		t					H 0
						D	D							D 0
4) Units of service to non eligible adult clients	3533	3927		3199	U	U	U	4	U		21629		52	U 32344
						H	H		S					H 0
						D	D		e					D 0
5) TOTAL units of service (add #'s 1-4)	98020	16977	0	4197	U	U	U	4844	0	0	24036	0	2580	U 150654
						H	H							H 0
						D	D							D 0
6) Average daily census in program														

West Central Behavioral Health
Name of Agency

Reporting Period (year/quarter)

***Total of Children for all Agency services, including those who may receive only housing services in PART IIIA**

Part IID: Services to **Children** in State Supported Pograms

Units/Days of Service

West Central Behavioral Health

Name of Agency

FY2014 4th Quarter

Reporting Period (Year/quarter)

(All Numbers Cumulative YTD)	100	101	103	104 Emerg. Svcs. Assessme nt	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non- Eligibles	113 Multi Service Team	114 ACT Team	Totals
1) Units of service to children SED		40676		163	U	U	U		Do					U 40839
					H	H	H							H 0
					D	D	D							D 0
2) Units of service to children SED interagency		89103		269	U	U	U		No					U 89372
					H	H	H							H 0
					D	D	D							D 0
3) Units of service to Non-Eligible Children		25380		953	U	U	U		t					U 26333
					H	H	H							H 0
					D	D	D		U					D 0
4) TOTAL services (add #'s 1-3)	0	155159	0	1385	U	U	U	0	0	0	0	0	0	U 156544
					H	H	H	0						H 0
					D	D	D	0						D 0
5) Average daily census in program														

NOTE: Brief / DRF: Report Clinical units in top and patient days in the bottom of block.
IPH and RPH: Units top, Half day middle, Full days bottom. For all other cost centers
report units only in the Top Block.

Part IIE: Specialized Units of Services to Adults and Children

West Central Behavioral Health

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

ADULTS

(ALL Numbers Cumulative YTD)

	Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
1) Units of service to SPMI	100,610	4,395	693	46,763

2) Units of service to SMI

	24,141	2,055	1,462	11,975

3) Units of service to Low Utilizer

	87	13		39

4) Units of service to Non-Eligible

	4,491

CHILDREN

(ALL Numbers Cumulative YTD)

	Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
5) Units of service to SED	25,430	1,216	36	13,350

6) Units of service to SED I/A

	53,672	2,226	21	32,702

7) Units of service to OTHER

	3,881			

NOTE: Case Management Direct is face-to face or telephone communication with the eligible client and/or guardian. Case Management Indirect is all other Targeted Case Management billable activity.

Lines 1-4: Units of service to Adult SPMI (Line 1), SMI (Line 2), Low Utilizers (Line 3), Non-Eligible (Line 4). Lines 5-7: Units of service to Children SED (Line 5), SED I/A (Line 6), Other (Line 7).

NOTE: To define Medicaid units, use Medicaid billable units in fifteen (15) minute increments. With regard to event-based billing, provide the actual number of fifteen (15) minute units rendered and documented in the record. For example, a comprehensive med check is an event based code, but may take thirty (30) minutes [two (2) units] of time. We would expect you to report two (2) units, not one (1) event. With regard to per diem FSS, we would expect you to report total direct care FSS units delivered by residential staff, rather than one (1) per diem event.

PART IIIA: Program Information - Clients Served

West Central Behavioral Health		Community Residence (by location)							FY2014 4th Quarter Reporting Period (year/quarter)			
Name of Agency		116	118	122	222	322	422	C.R. Total	Supportive Living	Supportive Living	Independent Housing	Total for All Housing
	Crisis/ Respite		APRTP	#1	#2	#3	#4					
Number served YTD				16				16			5	5
1) SPMI												
2) SMI				1				1				
3) Low Utilizer								0				
4) Non Eligible Adults								0				
5) Children SED								0				
6) Children SED Interagency								0				
7) Non-Eligible Children								0				
8) Total Unduplicated numbers served YTD (Please enter your unduplicate totals)				17							5	5
9) Number of Clients/ beginning of quarter				15				15				
10) Number of Admissions/ current quarter				1				1				
11) Number discharged/ current quarter								0				
12) Number of clients in residence at end of current quarter				16				16				

PART IIIB: Program Information: Potential/Total Client Days

West Central Behavioral Health

FY2014 4th Quarter

Name of Agency

Community Residence

Reporting Period (year/quarter)

	116 Crisis/ Respite	118 APRTP	122 #1	222 #2	322 #3	422 #4	C.R. Total	123 Supportive Living	223 Supportive Living	124 Independent Housing	Total
1) Number of locations			1				1			1	2
2) Number of beds available			16				16			5	21
3) Potential Client Days YTD											
Client Days YTD											
4) SPMI	D		5,840				5,840	D			5,840
5) SMI	U							U			0
	D		4,979				4,979	D			4,979
	U							U			0
	D		366				366	D			366
6) Low Utilizer	U							U			0
	D							D			0
7) Non Eligible Adults	U							U			0
	D							D			0
8) Children SED	U							U			0
	D							D			0
9) Children SED Interagency	U							U			0
	D							D			0
10) Non -Eligible Children	U							U			0
	D							D			0
11) Total Days/Units YTD (add #s 4-10)	U	0	0					U	0	0	0
	D	0	5,345	0	0	0	5,345	D	0	0	5,345

(FSS Units on top, client days on bottom for Crisis/Respite & APRTP. Supporting Living & Independent Housing report Units only as we will be able to determine days from Phoenix. For Community Residence report day only)

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A. Of the Price Limit in Block 1.8. of the General Provisions, the funds for services shall be governed by the provisions of Exhibits A, B, C, D, E, F, G, H, I and J. In no event shall the total of initial and monthly payments exceed the maximum Price Limitation in Block 1.8. of the General Provisions of this Agreement. Upon written notice to the Contractor, BBH may reduce State funds allocated under this Agreement as necessary for BBH to meet its obligations reflected in the final FY14 budget appropriation for BBH by the New Hampshire General Court.

2. The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s).

3. For the purpose of billing, a Unit of Service is a period of time during which services are rendered. Where units refer to a specific length of time, units are reimbursed in whole units and time of services is rounded to the nearest whole unit. Unless otherwise stated in rules, fifteen-minute units are reimbursed as follows:

DIRECT SERVICE TIME	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

4. A Day of Service shall mean a 24-hour period for a resident either in a Designated Receiving Facility or Housing Services.

5. A minimum of eight (8) units of service shall be provided to each consumer per half day of program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization and a minimum of twelve (12) units of service shall be provided to each consumer per program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization.

6. All reports required pursuant to this Agreement are due to BBH within timeframes specified by BBH. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period.

7. The following Program funds shall only be expended by the Contractor as directed by the BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Division for Children Youth and Families Consultation	\$ 1,770
Emergency Services	101,827
Medicaid Incentive for the Prevention of Chronic Disease	154,602
Assertive Community Treatment Team	150,000
Balancing Incentive Program	100,000
Data Infrastructure Grant	10,000
Employment Development Initiative	1,500
Total	\$519,699

8. The amount of funding listed in the table above for Emergency Services reimbursement is provisional. In the event that Medicaid Expansion occurs in New Hampshire under the Affordable Care Act, BBH may reduce this amount proportionately. In the event that BBH proposes to do so, the Contractor shall be notified by BBH no less than thirty (30) days in advance of any proposed reduction and given an opportunity to discuss the magnitude and/or the timing thereof.

Contractor Initials:

Date:

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9. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

10. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH may make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. Monthly payments shall be adjusted for expenditures set forth in Paragraph 8. above and amounts paid to initiate services.

11. BBH 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.

12. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.

13. This Agreement is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$253,597

Federal Funds: \$266,102

CFDA #: 93.243
Federal Agency: U.S. Department of Health and Human Services
Program Title: Special Initiative for State Mental Health Authorities to Address the Impact of the Economic Downturn through Employment Development (EDI)
Amount: \$1,500

CFDA #: 93.243
Federal Agency: U.S. Department of Health and Human Services
Program Title: NH Mental Health Data Infrastructure Quality Improvement Project (DIG)
Amount: \$10,000

CFDA #: 93.536
Federal Agency: U.S. Department of Health and Human Services
Program Title: Medicaid Incentives for Prevention of Chronic Diseases (MIPCD)
Amount: \$154,602

CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services
Program Title: Balancing Incentive Program (BIP)
Amount: \$100,000

14. List of State account numbers as referenced in Block 1.6. of the General Provisions form P37:

05-95-92-920010-5945-102
05-95-42-403010-2958-550
05-95-92-920010-1858-502
05-95-92-920010-2087-102
05-95-92-920010-7851-102
05-95-49-490510-2985-102

Contractor Initials: *14*
Date: *5/9/13*

EXHIBIT C
SPECIAL PROVISIONS

These Provisions expand upon the General Provisions [Form P-37] of this Agreement.

A. 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.

B. 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.

C. 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 Bureau of Behavioral Health (BBH) upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.14. regarding "Event of Default, Remedies" with the following:

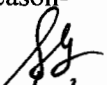
8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

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;

Contractor Initials:

Date:  3/9/13

- 8.1.4. Failure to either justify or correct material findings noted in a BBH 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 BBH's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IV.;
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IV., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, IV., A. 2.) for two (2) consecutive months during the contract period; or
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, IV.) for three (3) consecutive months during the contract period.

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

- 8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.
- 8.2.6. Require the Contractor to pay to the State, as liquidated damages, the sum of \$250 in the event that the Contractor has not made available a face-to-face appointment for a consumer leaving New Hampshire Hospital who desires 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. The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by the Contractor's failure to make available an appointment after discharge. The parties agree that this liquidated damages provision represents reasonable compensation for the loss incurred by this breach. The Contractor also agrees that nothing in this section is intended to limit the right of the State to obtain injunctive and other relief as may be appropriate. The State may forward the sum of \$250 to the consumer for whom the Contractor failed to make an appointment available.
- 8.2.7. Give the Contractor written notice of default in the event that the Contractor has failed to

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maintain Fiscal Integrity performance standards as specified in Exhibit C, Paragraph D., and Subparagraph 8.1.12. or 8.1.13. The notice shall require the Contractor, within thirty (30) 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:

8.2.7.1. Require the Contractor to submit an additional corrective action plan within fifteen (15) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

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

8.2.7.3. 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.

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

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

G. 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 as defined in the budget instructions and accounting guidelines and statistical reporting form instructions as specified in Exhibits A and C. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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

9.5.1. For fiscal reports, the Contractor shall submit within thirty (30) days after the end of each month a Balance Sheet and a Profit/Loss Statement. Contractors shall also submit quarterly reports, including: Quarterly Functional Revenues and Expenses Report, Quarterly Statistical Reports, a Cash Flow Statement, and a Line of Credit Statement in the specified electronic format as prescribed by BBH. All quarterly reports are due within thirty (30) days of the end of the reporting period.

9.5.1.1. The monthly Balance Sheet and Profit & Loss Statements, as well as, the Quarterly Functional Revenues and Expenses Report, 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.

9.5.1.2. The Functional Revenues and Expenses Report 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.

9.5.1.3. The Contractor shall maintain detailed fiscal records meeting all the requirements specified in the budget instructions and accounting guidelines. Such fiscal records shall be supported

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

9.5.1.5. On or before November 1, 2013, the Contractor shall deliver to BBH, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2013, including the funds received under the fiscal year 2013 Agreement

9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds five hundred thousand dollars (\$500,000) 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 for fiscal years ending on or after December 31, 2003.

9.5.2. The Contractor shall submit Phoenix data in the .csv format on the fifteenth (15th) of each month unless otherwise agreed to by BBH.

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 BBH contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and

9.5.3.3. Submit to BBH all reasonable additional reports and data files as requested on such schedule and in such electronic format that BBH shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.

9.5.3.4. The Contractor agrees to submit to BBH reports on high profile and sentinel events in accordance with the Division of Community Based Care Services policy.

H. Add the following regarding "Termination" to Paragraph 10:

10.1. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH 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 BBH.

10.2. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10.3. The Contractor shall notify BBH if it expects to be generally unable to provide services as the result of a

Contractor Initials:

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natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that BBH 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 BBH 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.

I. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:
ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within thirty (30) business days shall be deemed approval.

12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by BBH for the Contractor in Exhibit A. The Contractor will notify BBH 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 BBH'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, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH 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 BBH's obligations under this Agreement null and void unless, prior to the merger, BBH 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, BBH 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, BBH's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

J. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims re-

Contractor Initials: *JS*
Date: *5/9/13*

lated to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

- K.** If the Price Limit in Paragraph 1.8., of the General Provisions is greater than two hundred fifty thousand dollars (\$250,000), 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 than two million dollars (\$2,000,000) per claim or occurrence; and

- L.** 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 BBH 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.

- M.** 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

Contractor Initials: *JS*
Date: *5/9/13*

National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

22.5. Notwithstanding those prior contracts, BBH 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 BBH in advance. The Contractor shall provide BBH 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. BBH 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 BBH finds that eligible persons will probably benefit, BBH shall approve the disposition. If BBH finds that eligible persons probably will not benefit, BBH may disapprove the disposition. Failure by BBH 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 BBH does not approve of the disposition, the Contractor and BBH 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, BBH and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.

22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.

22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.

22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

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Date:

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5/9/13

22.13. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

EXHIBIT C FY14 CMHC

Contractor Initials: *JS*
Date: *5/9/13*

NH Department of Health and Human Services

STANDARD EXHIBIT D

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

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) 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;

(b) Establishing an ongoing drug-free awareness program to inform employees about

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: SS
Date: 5/9/13

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

West Central Svs DBA West Central Behavioral

From: 7/1/2013 To: 6/30/2014

(Contractor Name)

(Period Covered by this Certification)

Suellen Griffin President/CEO

(Name & Title of Authorized Contractor Representative)

Suellen Griffin

(Contractor Representative Signature)

5/9/13

(Date)

Contractor Initials: *SG*
 Date: 5/9/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

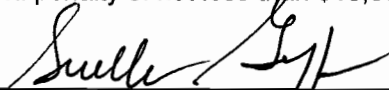
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 07-01-13 through 06-30-14

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

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

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


 (Contractor Representative Signature)

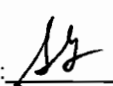
Suellen Griffin, President/CEO

(Authorized Contractor Representative Name & Title)

West Central Behavioral Health

(Contractor Name)

(Date)

Contractor Initials: 

Date: 5/9/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

**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.

Contractor Initials: JS

Date: 5/9/13

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) 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.
- (2) 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).

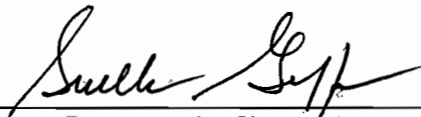
Contractor Initials: SY
Date: 5/9/13

LOWER TIER COVERED TRANSACTIONS

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


(Contractor Representative Signature)

Suellen Griffin/President/CEO
(Authorized Contractor Representative Name & Title)

West Central Svs DBA West Central Behavioral Health
(Contractor Name)

5/9/13
(Date)

Contractor Initials: 
Date: 5/9/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

Suellen Griffin, President/CEO

(Authorized Contractor Representative Name & Title)

West Central Svs DBA West Central Behavioral Health
(Contractor Name)

(Date)

5/9/13

Contractor Initials: 

Date: 5/9/13

NH Department of Health and Human Services

STANDARD EXHIBIT H

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 Representative Signature)

Suellen Griffin, President/CEO
(Authorized Contractor Representative Name & Title)

West Central Svs DBA West Central Behavioral Health
(Contractor Name)

5/9/13
(Date)

Contractor Initials: 
Date: 5/9/13

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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.

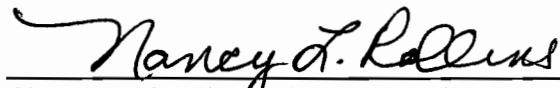
(6) **Miscellaneous**

- 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH DHHS, Div of Community Based Care Services
Bureau of Behavioral Health

The State Agency Name



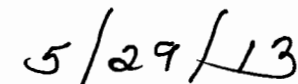
Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

Associate Commissioner

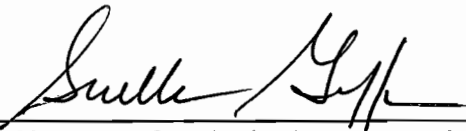
Title of Authorized Representative



Date

West Central Services
DBA West Central Behavioral Health

Name of the Contractor



Signature of Authorized Representative

Suellen Griffin

Name of Authorized Representative

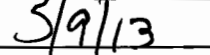
President/CEO

Title of Authorized Representative



Date

Contractor Initials: 

Date: 

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

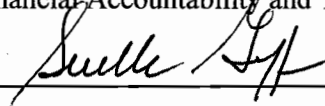
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

 Suellen Griffin, President/ CEO

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

West Central Svs DBA West Central Behav. Health 5/9/13

(Contractor Name) (Date)

Contractor initials: 
Date: 5/9/13
Page # 15 of Page # 16

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 150883403

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

☒ NO

☐ YES

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

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

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

☐ NO

☒ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: SS

Date: 5/9/13

Page # 16 of Page # 16



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
West Central Services, Inc. and Affiliates

We have audited the accompanying consolidated statement of financial position of West Central Services, Inc. and Affiliates (a nonprofit organization and a limited liability company) as of June 30, 2012, and the related consolidated statements of activities and changes in net assets and cash flows for the year then ended. These consolidated financial statements are the responsibility of the Organization's management. 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 consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. and Affiliates as of June 30, 2012, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Our audits were made for the purpose of forming an opinion on the basic financial statements of West Central Services, Inc. and Affiliates taken as a whole. The supplementary information included on pages 13 through 14 is presented for the purpose of additional analysis and is a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic statements taken as a whole.

Kittell Branagan & Sargent

St. Albans, Vermont
October 3, 2012

West Central Services, Inc.
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
June 30, 2012

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 141,475
Investments	280,766
Accounts receivable - trade, net	940,066
Accounts receivable - other	108,913
Current portion of notes receivable	3,843
Due from related party	850
Prepaid expenses	<u>54,388</u>

TOTAL CURRENT ASSETS	1,530,301

PROPERTY AND EQUIPMENT, NET	836,996

INVESTMENTS	68,652

CASH RESERVES AND SECURITY DEPOSITS	54,496

NOTES RECEIVABLE, less current portion shown above	<u>3,515</u>

TOTAL ASSETS	<u>\$ 2,493,960</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Line of credit	\$ 771,341
Accounts payable	492,841
Accrued payroll and related expenses	14,172
Due to related party	3,575
Deferred revenue	44,367
Deposits and other current liabilities	4,515
Current portion of capital lease obligations	<u>10,247</u>

TOTAL CURRENT LIABILITIES	1,341,058

CAPITAL LEASE OBLIGATIONS, less current portion above	24,874

LONG-TERM DEBT, less current portion above	<u>550,000</u>

TOTAL LIABILITIES	1,915,932

UNRESTRICTED NET ASSETS	<u>578,028</u>

TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,493,960</u>

See Notes to Accompanying Financial Statements

West Central Services, Inc. and Affiliates
CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2012

PUBLIC SUPPORT AND REVENUES

Public support:

State of New Hampshire	\$ 92,483
Contracted services and other public support	<u>661,866</u>
Total public support	<u>754,349</u>

Revenues:

Program service fees	8,419,667
Rental income	136,962
In-kind revenue	37,747
Other income	<u>571,024</u>
Total revenues	<u>9,165,400</u>

TOTAL PUBLIC SUPPORT AND REVENUES

9,919,749

EXPENSES

Personnel costs	7,521,244
Professional fees	203,652
Staff development and training	37,868
Occupancy costs	1,029,812
Consumable supplies	147,651
Small equipment	72,055
Depreciation	114,219
Advertising	18,133
Telephone/communication	91,976
Postage/shipping	19,130
Transportation	114,046
Assistance to individuals	11,963
Insurance	74,039
In-kind expenses	37,747
Other expenditures	<u>271,400</u>
TOTAL EXPENSES	<u>9,764,935</u>

INCREASE IN NET ASSETS FROM OPERATING ACTIVITIES

154,814

OTHER INCOME AND EXPENSES

Interest and dividend income	8,309
Investment expense	(2,438)
Unrealized gain (loss) on investments	83
Gain (loss) on sale of investments	(5,947)
Gain on sale of fixed asset	<u>40,039</u>
TOTAL OTHER INCOME AND EXPENSES	<u>40,046</u>

INCREASE IN NET ASSETS

194,860

NET ASSETS, Beginning of year

383,168

NET ASSETS, End of year

\$ 578,028

See Notes to Accompanying Financial Statements

West Central Services, Inc. and Affiliates
CONSOLIDATED STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2012

CASH FLOWS FROM OPERATING ACTIVITIES

Change in net assets	\$ 194,860
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:	
Depreciation	114,219
(Gain) on sale of fixed asset	(40,039)
(Increase) decrease in the following assets:	
Accounts receivable - trade	(60,033)
Accounts receivable - other	41,862
Due from affiliates	763
Prepaid expenses	68,032
Increase (decrease) in the following liabilities:	
Accounts payable	(327,294)
Accrued payroll and related expenses	(221,208)
Deferred revenue	11,625
Due to affiliates	(3,586)
Deposits and other current liabilities	4,189

NET CASH USED IN OPERATING ACTIVITIES (216,610)

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of property and equipment	(67,716)
Payments received on notes receivable	2,882
Net investment activity	575
Proceeds from sale of fixed assets	133,943
Increase in cash reserves and security deposits	123,859

NET CASH PROVIDED BY INVESTING ACTIVITIES 193,543

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds on line of credit	191,809
Payments on capital lease obligations	(15,547)
Repayment of notes payable	(188,424)

NET CASH USED IN FINANCING ACTIVITIES (12,162)

NET DECREASE IN CASH AND CASH EQUIVALENTS (35,229)

CASH AND CASH EQUIVALENTS, Beginning of year 176,704

CASH AND CASH EQUIVALENTS, End of year \$ 141,475

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Cash paid during the year for interest	<u>\$ 36,347</u>
Assets acquired through issuance of Capital Lease Obligation	<u>\$ 14,584</u>

See Notes to Accompanying Financial Statements

Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health and Affiliate
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June 30, 2012

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West Central Services DBA West Central Behavioral Health

Vision ~ Mission ~ Values

Vision

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

Mission

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

Values

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

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

KEY ADMINISTRATIVE PERSONNEL - FY2014

WEST CENTRAL SERVICES

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Suellen Griffin	1.00	\$ 214,056.00	\$ 83,242.12	39%
Chief Financial Officer	Linda Lanteigne Magoor	1.00	\$ 90,675.00	\$ 35,261.70	39%
Medical Director	Diane Roston	0.70	\$ 124,222.00	\$ 48,307.46	39%
Chief Operations Officer	Cynthia Twombly	1.00	\$ 79,999.00	\$ 31,110.02	39%

Suellen M. Griffin

Professional Experience

President/CEO

10/07 - Present

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

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

Specific responsibilities include:

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

Vice President-Operations

9/00 to 2/07

Saint Vincent Catholic Medical Centers, New York, NY

Behavioral Health Service Division

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

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

Vice President-Clinical Service, Harrison and

11/99-9/00

Director- Patient Care Services Manhattan

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

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

Vice President-Clinical Services

11/98-10/99

St. Vincent's Hospital, Harrison, NY

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

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

Vice President-Ambulatory Services**7/96-11/98**

St. Vincent's Hospital, Harrison, NY

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

Administrative Director-Outpatient Department**10/94-7/96**

St. Vincent's Hospital, Harrison, NY

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

St. Vincent's Hospital, Harrison, NY

Assistant Director, Outpatient Mental Health Services

7/94-10/94

Referral Coordinator/Therapist

10/93-7/94

Clinical Nurse Specialist, Nursing Services

7/88-10/93

Evening Divisional Care Coordinator, Nursing Administration

12/82-7/88

Head Nurse, Nursing Services

2/79-12/82

Staff Nurse, Nursing Services

2/76-2/79

Adjunct Clinical Instructor**8/93-12/95**

Cochran School of Nursing, St. John's Hospital

Yonkers, NY

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

Captain-United States Army Reserve**8/90-3/00**

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

Lecturer**10/07-Present**

Department of Psychiatry, Dartmouth Medical School

Education

M.S.N.	Yale University, New Haven, CT Masters in Adult Psychiatric/Mental Health Nursing Sigma Theta Tau Honor Society	1992
B.B.A.	Pace University, Pleasantville, NY Bachelor of Business Administration Alpha Chi Honor Society	1987
Diploma	St. Mary's School of Nursing, Amsterdam, NY Registered Nurse	1976

Licenses:

Registered Nurse:	Connecticut and New York State
Psychiatric Nurse Practitioner:	New York State

Academic Appointments:

Lecturer in Psychiatry, Dartmouth Medical School, Lebanon, NH

2007-present**Professional Organizations, Honors and Activities**

American College of Healthcare Executives, FACHE

New York Organization of Nurse Executives

Sigma Theta Tau Honor Society, Delta Mu Chapter

Alpha Chi Honor Society

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

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

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

West Central Behavioral Health

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

BOARD OF DIRECTORS FY13

MARCH 26, 2013

CHAIR

David Evancich

VICE CHAIR

Patricia R. Warren

SECRETARY/TREASURER

Scott Laughinghouse

Gert Assmus

Cathryn S. Baird

Kristina E. Fjeld

Katherine Milligan

Nancy J. Reardon

Carla M. Skinder

Professor Phillip Stocken

Bayle, Drubel, Esq.

EX-OFFICIO

Alan I. Green, MD, Chair

EX-OFFICIO

Suellen Griffin, MSN, President/CEO

EX-OFFICIO

Diane Roston, MD

Katherine L. Head

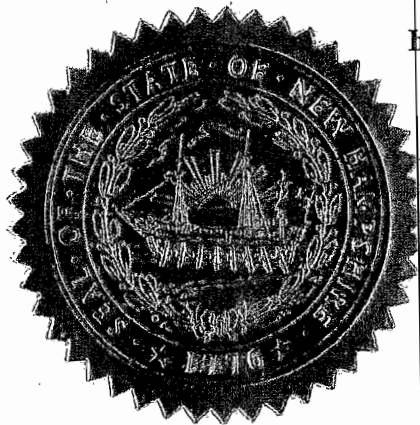
Ashley A. Conti

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that West Central Services, Inc. is a New Hampshire nonprofit corporation formed June 6, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that West Central Behavioral Health is a New Hampshire trade name registered on February 5, 2001 and that West Central Services, Inc. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of April, A.D. 2013

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

William M. Gardner
Secretary of State

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Maintenance 100	Children & Adolescents 101	Older Adult Services 102	Emergency Services/ Assessment 104
400 PROG. SERV. FEES							
401 Net client fees	527,184	0	527,184	241,966	113,719	20,000	47,461
402 HMO's	0	0	0	0	0	0	0
403 BC/BS	0	0	0	0	0	0	0
404 Medicaid	7,501,596	0	7,501,596	2,850,461	3,017,740	356,505	126,110
405 Medicare	374,504	0	374,504	255,548	241	32,329	25,935
406 Other Insurance	784,552	0	784,552	162,051	357,994	24,691	29,324
411 Other program fees	24,000	0	24,000	0	24,000	0	0
SUBTOTAL	9,211,836	0	9,211,836	3,510,026	3,513,694	433,525	228,830
420 PROG. SALES							
421 Production	0	0	0	0	0	0	0
422 Service	0	0	0	0	0	0	0
430 PUBLIC SUPPORT							
431 United Way	15,000	0	15,000	0	0	0	0
432 Local/County Government	35,000	0	35,000	0	0	0	0
433 Donations/Contributions	285,600	0	285,600	0	6,600	0	125,000
434 Bur. Developmental Services	0	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0	0
436 Div. Voc. Rehab.	0	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0
438 Div. for Children, Youth & Families	1,770	0	1,770	0	1,770	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
440 FEDERAL FUNDING							
441 Block Grants	0	0	0	0	0	0	0
442	0	0	0	0	0	0	0
443	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0
445 Other Federal Grants	266,102	0	266,102	204,602	50,000	0	0
446 PATH	0	0	0	0	0	0	0
447	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
450 OTHER REVENUE							
451 Rental Income	145,560	0	145,560	0	0	0	0
452 Interest Income	36,000	0	36,000	0	0	0	0
453 In-Kind Donations	40,000	0	40,000	0	0	0	40,000
454 All Other Revenue	692,831	0	692,831	22,666	68,999	0	0
480 BBH							
481 Bur. of Behavioral Health	251,827	0	251,827	0	0	0	101,827
482 Other BBH	0	0	0	0	0	0	0
483	0	0	0	0	0	0	0
484	0	0	0	0	0	0	0
SUBTOTAL	10,981,526	0	10,981,526	3,737,294	3,641,063	433,525	495,657
500 General Management Allocation	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES	10,981,526	0	10,981,526	3,737,294	3,641,063	433,525	495,657

FY 2014 BUDGET

	Vocational Services 109	Non-Eligibles 112	ACT Team 114	Community Residence 122	Independent Housing 124	Other Non-BBH 199
400 PROG. SERV. FEES						
401 Net client fees	14,433	69,605	0	10,000	0	10,000
402 HMO's	0	0	0	0	0	0
403 BC/BS	0	0	0	0	0	0
404 Medicaid	137,330	40,681	83,309	889,460	0	0
405 Medicare	0	33,401	0	2,050	0	25,000
406 Other insurance	0	185,492	0	0	0	25,000
411 Other program fees	0	0	0	0	0	0
SUBTOTAL	151,763	329,179	83,309	901,510	0	60,000
420 PROG. SALES						
421 Production	0	0	0	0	0	0
422 Service	0	0	0	0	0	0
430 PUBLIC SUPPORT						
431 United Way	0	15,000	0	0	0	0
432 Local/County Government	0	35,000	0	0	0	0
433 Donations/Contributions	0	0	0	0	0	154,000
434 Bur. Developmental Services	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0
436 Div. Voc. Rehab.	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0
438 Div. for Children, Youth & Families	0	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0
440 FEDERAL FUNDING						
441 Block Grants	0	0	0	0	0	0
442	0	0	0	0	0	0
443	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0
445 Other Federal Grants	11,500	0	0	0	0	0
446 PATH	0	0	0	0	0	0
447	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0
450 OTHER REVENUE						
451 Rental Income	0	0	0	118,560	27,000	0
452 Interest Income	0	0	0	0	0	36,000
453 In-Kind Donations	0	0	0	0	0	0
454 All Other Revenue	0	0	0	0	0	601,166
480 BBH						
481 Bur. of Behavioral Health	0	0	150,000	0	0	0
482 Other BBH	0	0	0	0	0	0
483	0	0	0	0	0	0
484	0	0	0	0	0	0
SUBTOTAL	163,263	379,179	233,309	1,020,070	27,000	851,166
500 General Management Allocation	0	0	0	0	0	0
TOTAL PROGRAM REVENUES	163,263	379,179	233,309	1,020,070	27,000	851,166

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Maintenance 100	Children & Adolescents 101	Older Adult Services 102	Emergency Services/ Assessment 104
600 PERSONNEL COSTS							
601 Salary & Wages	6,796,131	505,859	6,290,272	2,259,983	1,939,728	287,826	391,689
602 Employee Benefits	1,457,825	101,172	1,356,653	497,196	426,740	63,322	86,172
603 Payroll Taxes	541,752	40,469	501,283	178,343	155,179	23,026	31,335
SUBTOTAL	8,795,708	647,500	8,148,208	2,935,522	2,521,647	374,174	509,196
610 Client Wages	0	0	0	0	0	0	0
620 PROFESSIONAL FEES							
621 Substitute Staff	0	0	0	0	0	0	0
622 Client Evaluations/Services	12,500	0	12,500	500	7,000	0	0
624 Accounting	0	0	0	0	0	0	0
625 Audit Fees	52,000	52,000	0	0	0	0	0
626 Legal Fees	15,000	15,000	0	0	0	0	0
627 Other Prof. Fees/Consultations	61,950	50,000	11,950	8,700	2,150	500	600
630 STAFF DEV & TRAINING							
631 Journals & Publications	0	0	0	0	0	0	0
632 In-Service Training	0	0	0	0	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0	0
634 Other Staff Development	56,500	11,400	45,100	9,400	11,800	600	10,550
640 OCCUPANCY COSTS							
641 Rent	843,949	101,860	742,089	240,071	302,589	29,925	14,250
642 Mortgage (Interest)	0	0	0	0	0	0	0
643 Heating Costs	0	0	0	0	0	0	0
644 Other Utilities	75,260	2,000	73,260	15,660	8,500	800	800
645 Maintenance & Repairs	67,152	6,300	60,852	28,051	15,850	300	325
646 Taxes	33,600	0	33,600	0	0	0	0
647 Other Occupancy Costs	171,881	31,000	140,881	72,003	40,829	0	0
650 CONSUMABLE SUPPLIES							
651 Office	90,111	0	90,111	44,500	27,000	3,000	4,000
652 Building/Household	0	0	0	0	0	0	0
653 Educational/Training	0	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0
655 Food	43,825	0	43,825	4,700	3,500	200	0
656 Medical	1,900	0	1,900	500	400	0	0
657 Other Consumable Supplies	0	0	0	0	0	0	0
SUBTOTAL PAGE	10,321,336	917,060	9,404,276	3,359,607	2,941,265	409,499	539,721

FY 2014 BUDGET

	Vocational Services 109	Non-Eligibles 112	ACT Team 114	Community Residence 122	Independent Housing 124	Other Non-BBH 199
600 PERSONNEL COSTS						
601 Salary & Wages	129,226	280,910	151,717	480,580	2,394	366,219
602 Employee Benefits	27,135	52,872	33,378	96,116	478	73,244
603 Payroll Taxes	10,854	22,473	12,137	38,446	192	29,298
SUBTOTAL	167,215	356,255	197,232	615,142	3,064	468,761
610 Client Wages	0	0	0	0	0	0
620 PROFESSIONAL FEES						
621 Substitute Staff	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	2,000	3,000	0	0
624 Accounting	0	0	0	0	0	0
625 Audit Fees	0	0	0	0	0	0
626 Legal Fees	0	0	0	0	0	0
627 Other Prof. Fees/Consultations	0	0	0	0	0	0
630 STAFF DEV & TRAINING						
631 Journals & Publications	0	0	0	0	0	0
632 In-Service Training	0	0	0	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0
634 Other Staff Development	350	700	1,000	700	0	10,000
640 OCCUPANCY COSTS						
641 Rent	11,400	46,530	10,934	78,390	0	8,000
642 Mortgage (Interest)	0	0	0	0	0	0
643 Heating Costs	0	0	0	0	0	0
644 Other Utilities	900	1,000	1,000	34,000	10,400	200
645 Maintenance & Repairs	3,375	5,050	200	5,200	2,350	151
646 Taxes	0	0	0	33,600	0	0
647 Other Occupancy Costs	0	21,549	1,500	0	0	5,000
650 CONSUMABLE SUPPLIES						
651 Office	0	0	111	10,000	0	1,500
652 Building/Household	0	0	0	0	0	0
653 Educational/Training	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0
655 Food	125	0	300	35,000	0	0
656 Medical	0	0	0	1,000	0	0
657 Other Consumable Supplies	0	0	0	0	0	0
SUBTOTAL PAGE	183,365	431,084	214,277	816,032	15,814	493,612

FY 2014 BUDGET

	Total Agency	Total Administration	Total Programs	Maintenance	Children & Adolescents	Older Adult Services	Emergency Services/ Assessment
	180			100	101	102	104
Total Carried Forward	10,321,336	917,060	9,404,276	3,359,607	2,941,265	409,499	539,721
700 Advertising	20,900	20,500	400	0	0	0	0
710 Printing	0	0	0	0	0	0	0
720 Telephone/Communication	68,460	10,935	57,525	18,530	18,395	920	9,740
730 Postage/Shipping	19,950	11,200	8,750	4,650	2,350	500	0
740 TRANSPORTATION							
741 Board Members	0	0	0	0	0	0	0
742 Staff	122,432	9,645	112,787	37,013	36,970	13,281	4,847
743 Clients	0	0	0	0	0	0	0
744 Delivery Products	0	0	0	0	0	0	0
750 ASSIST. TO INDIVIDUALS							
751 Client Services	0	0	0	0	0	0	0
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	84,146	0	84,146	16,046	22,500	4,500	10,000
762 Vehicles	2,055		2,055	0	0	0	0
763 Comprehensive, Property & Liability	12,500	0	12,500	4,000	2,500	500	0
800 OTHER EXPENDITURES							
801 Interest Expense (other than Mortgage Interest)	21,320	0	21,320	6,000	7,420	200	1,200
802 In-Kind Expense	40,000	0	40,000	0	0	0	40,000
803 Depreciation, Equipment	42,238	25,121	17,117	4,796	7,761	328	328
804 Depreciation, Building	61,000	0	61,000	0	25,000	0	0
805 Equipment Rental	33,642	20,282	13,360	6,240	2,736	718	718
806 Equipment Maintenance	0	0	0	0	0	0	0
807 Membership Dues	12,700	0	12,700	4,400	5,200	0	800
810 Other Expenditures	118,847	0	118,847	71,012	26,450	250	250
TOTAL EXPENSES	10,981,526	1,014,743	9,966,783	3,532,294	3,098,547	430,696	607,604
900 Administrative Allocation	0	(1,014,743)	1,014,743	333,851	353,131	40,590	46,678
TOTAL PROGRAM EXPENSES	10,981,526	0	10,981,526	3,866,145	3,451,678	471,286	- 654,282
SURPLUS/(DEFICIT)	0	0	0	(128,851)	189,385	(37,761)	(158,625)
Total Revenue - Total Expense (line 49 - 115)							

FY 2014 BUDGET

	Vocational Services 109	Non-Eligibles 112	ACT Team 114	Community Residence 122	Independent Housing 124	Other Non-BBH 199
Total Carried Forward	183,365	431,084	214,277	816,032	15,814	493,612
700 Advertising	0	0	400	0	0	0
710 Printing	0	0	0	0	0	0
720 Telephone/Communication	0	1,000	220	6,220	0	2,500
730 Postage/Shipping	0	600	100	150	0	400
740 TRANSPORTATION						
741 Board Members	0	0	0	0	0	0
742 Staff	3,840	4,457	7,576	594	0	4,209
743 Clients	0	0	0	0	0	0
744 Delivery Products	0	0	0	0	0	0
750 ASSIST.TO INDIVIDUALS						
751 Client Services	0	0	0	0	0	0
752 Clothing	0	0	0	0	0	0
760 INSURANCE						
761 Malpractice & Bonding	2,000	5,000	1,100	15,000	0	8,000
762 Vehicles	0	0	0	2,055	0	0
763 Comprehensive, Property & Liability	0	0	0	5,000	500	0
800 OTHER EXPENDITURES						
801 Interest Expense (other than Mortgage Interest)	1,500	2,000	0	2,500	0	500
802 In-Kind Expense	0	0	0	0	0	0
803 Depreciation, Equipment	1,163	0	50	2,691	0	0
804 Depreciation, Building	0	0	0	18,000	18,000	0
805 Equipment Rental	718	1,003	30	697	0	500
806 Equipment Maintenance	0	0	0	0	0	0
807 Membership Dues	0	800	100	1,200	0	200
810 Other Expenditures	0	250	19,385	1,000	0	250
TOTAL EXPENSES	192,586	446,194	243,238	871,139	34,314	510,171
900 Administrative Allocation	15,221	35,516	17,250	95,386	7,069	70,051
TOTAL PROGRAM EXPENSES	207,807	481,710	260,488	966,525	41,383	580,222
SURPLUS/(DEFICIT)	(44,544)	(102,531)	(27,179)	53,545	(14,383)	270,944
Total Revenue - Total Expense (line 49 - 115)						



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2012

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

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PRODUCER Integro USA Inc. dba Integro Insurance Brokers Two Financial Center 60 South Street, Suite 800 Boston, MA 02111	1-617-531-6000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED West Central Services, Inc. d/b/a West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon, NH 03766		INSURER(S) AFFORDING COVERAGE INSURER A: LEXINGTON INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 19437

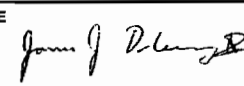
COVERAGES **CERTIFICATE NUMBER: 29284085** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC			6795757	10/01/12	10/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☒ CLAIMS-MADE DED RETENTION \$			6795756	10/01/12	10/01/13	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	HEALTHCARE PROFESSIONAL LIABILITY (CLAIMS MADE)			6795757	10/01/12	10/01/13	Each Medical Incid 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance only. Any alteration to this certificate or its attachment by anyone other than Integro will make this certificate null and void.

Umbrella Liability policy limit is a shared limit for all Insureds on the policy.

CERTIFICATE HOLDER State of New Hampshire Attn: Sandy Lawrence Bureau of Behavioral Health 105 Pleasant Street, Main Bldg, Rm 210S Concord, NH 03301 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/04/2012

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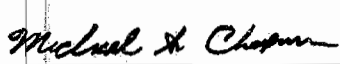
PRODUCER HUB International New England 136 Turnpike Road, Suite 105 Southborough, MA 01772 508 303-9470	CONTACT NAME: Kathleen Marchitelli PHONE (A/C, No, Ext): 978-661-6843 FAX (A/C, No): 866-893-2711 E-MAIL ADDRESS:
INSURED West Central Behavioral Health Attn: Linda Lanteigne Magoon 9 Hanover Street, Suite 2 Lebanon, NH 03766	INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries of MA INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS OTH-ER
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N ☐ Y (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			ECC4000024012011	06/01/2012	06/01/2013	E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER State of New Hampshire Attn: Sandy Lawrence Bureau of Behavioral Health 105 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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X DATE/TIME : OCT. -10' 12 (WED) 15:32

OCT. 10, 2012 3:37PM

P. 001

No. 9786

EN-P. 1

OP ID: JG

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

10/10/12

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

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PRODUCER CENTURION CORPORATION Centurion Place, PO Drawer 959 Hanover, NH 03755-0959 A. W. Cunningham, CIC		603-643-2000 603-643-2740	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED NewEngland Alliance for Health Jeanette Lema, Insurance Mgr. One Medical Center Drive Lebanon, NH 03756-0001		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
A	☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		ABV-8886797-02	10/01/12	10/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	Y/N	N/A			WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

West Central Services, Inc. dba West Central Behavioral Health
 is a Named Insured on referenced policy.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Sandy Lawrence
 Main Bldg, Rms. 214S
 105 Pleasant Street
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2013

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PRODUCER
Integro USA Inc.
dba Integro Insurance Brokers
Two Financial Center
60 South Street, Suite 800
Boston, MA 02111

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURED
Dartmouth-Hitchcock Health

and other Scheduled Named Insureds
One Medical Center Drive
Lebanon, NH 03756

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	19445
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 32916770

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Crime Coverage			01-880-88-03	03/31/13	03/31/14	Each Claim 5,000,000 Retention 25,000

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

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

CERTIFICATE HOLDER

State of New Hampshire
Bureau of Behavioral Health
Attn: Sandy Lawrence
105 Pleasant Street, Main Bldg, Room 210S
Concord, NH 03301

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2013

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

COVERAGES

CERTIFICATE NUMBER: 33043528

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED ☐ RETENTION \$ ☐					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A			E.L. EACH ACCIDENT \$
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Fiduciary Liability		01-880-88-03	03/31/13	03/31/14	Each Claim 10,000,000
	Continuity date: 11/15/87 or later as scheduled					Aggregate 10,000,000

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

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

CERTIFICATE HOLDER**CANCELLATION**State of New Hampshire
Bureau of Behavioral Health
Attn: Sandy Lawrence
Pleasant Street, Main Bldg, Room 210S
Concord, NH 03301

USA

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)
Eva.Gee@integrogroupp.com_BOS
33043528

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2013

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PRODUCER 1-617-531-6000
Integro USA Inc.
dba Integro Insurance Brokers
Two Financial Center
60 South Street, Suite 800
Boston, MA 02111

CONTACT NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: NATIONAL UNION FIRE INS CO OF PITTS

19445

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Dartmouth-Hitchcock Health

and other Scheduled Named Insureds
One Medical Center Drive
Lebanon, NH 03756

COVERAGES

CERTIFICATE NUMBER: 33043532

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	POLICY ☐ PRO-JECT ☐ LOC ☐						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers Liability incl. EPL - PRIMARY (Claims made)			01-880-88-03	03/31/13	03/31/14	Each Claim 15,000,000 Aggregate 15,000,000 Self InsdRetention 20,000

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

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

CERTIFICATE HOLDER

State of New Hampshire
Bureau of Behavioral Health
Attn: Sandy Lawrence
105 Pleasant Street, Main Bldg, Room 210S
Concord, NH 03301

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



Factory Mutual Insurance Company
500 River Ridge Drive
P.O. Box 9102
Norwood, Massachusetts
02062
United States of America
Tel: (1) 781 440-8000
Fax: (1) 781 440-8742

POLICY INFORMATION FORM

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

Policy No.: AG690
Account No.: 1-66404

Policy Term
Effective Date: 01 October 2011
Expiration Date: 01 October 2013

NAMED INSURED:

MARY HITCHCOCK MEMORIAL HOSPITAL; DARTMOUTH-HITCHCOCK MEMORIAL HOSPITAL; AND THE PARTICIPATING MEMBERS OF THE NEW ENGLAND ALLIANCE FOR HEALTH, LLC

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property
West Central Behavioral Health
9 Hanover Street
Suite 2
Lebanon, New Hampshire 03766-1312
United States of America

Location No.:

M5-01

INDEX No.:

001271.65

COVERAGE IN FORCE:

(subject to limits of liability, deductibles and conditions in the Policy)

Insurance Provided:
Property Damage

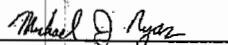
Peril:
All Risk

Limit Of Liability:
USD 14,245,738

CERTIFICATE TERM:

Effective: 01 October 2012
Expires: 01 October 2013

Certificate No: 00042-001



Bureau of Behavioral Health
ATTN: Contract Management - Sandy Lawrence
105 Pleasant Street
Concord, New Hampshire 03301
United States of America
JP

Authorized Signature / Issue Date
Michael J. Ryan/ 02 October 2012

For questions, contact: Amy Daley

Budget Form

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

West Central Services, Inc. dba
Bidder/Program Name: West Central Behavioral Health

Budget Request for: Community Mental Health Services
(Name of RFP)

Budget Period: July 1, 2013-June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 6,290,272.00	\$ 505,859.00	\$ 6,796,131.00	Non-direct program costs
2. Employee Benefits	\$ 1,857,936.00	\$ 141,641.00	\$ 1,999,577.00	Non-direct program costs
3. Consultants	\$ 24,450.00	\$ 117,000.00	\$ 141,450.00	Audit/legal/mgmt. costs
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 13,360.00	\$ 20,282.00	\$ 33,642.00	Non-direct program costs
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Food	\$ 43,825.00	\$ -	\$ 43,825.00	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 1,900.00	\$ -	\$ 1,900.00	
Office	\$ 90,111.00	\$ -	\$ 90,111.00	
6. Travel	\$ 112,787.00	\$ 9,645.00	\$ 122,432.00	Non-direct program costs
7. Occupancy	\$ 1,050,682.00	\$ 141,160.00	\$ 1,191,842.00	Non-direct program costs
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 57,525.00	\$ 10,935.00	\$ 68,460.00	Non-direct program costs
Postage	\$ 8,750.00	\$ 11,200.00	\$ 19,950.00	Non-direct program costs
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ 98,701.00	\$ -	\$ 98,701.00	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 13,100.00	\$ 20,500.00	\$ 33,600.00	Non-direct program costs
11. Staff Education and Training	\$ 45,100.00	\$ 11,400.00	\$ 56,500.00	Non-direct program costs
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory): Depreciation	\$ 78,117.00	\$ 25,121.00	\$ 103,238.00	Non-direct program costs
Interest	\$ 21,320.00	\$ -	\$ 21,320.00	
In-kind	\$ 40,000.00	\$ -	\$ 40,000.00	
Other expenses	\$ 118,847.00	\$ -	\$ 118,847.00	
TOTAL	\$ 9,966,783.00	\$ 1,014,743.00	\$ 10,981,526.00	

Indirect As A Percent of Direct

10.2%

Region II
West Central Services, Inc.
DBA West Central Behavioral Health

Communities Served:

Acworth
Canaan
Charlestown
Claremont
Cornish
Croydon
Dorchester
Enfield
Goshen
Grafton
Grantham
Hanover
Langdon
Lebanon
Lempster
Lyme
Newport
Orange
Orford
Plainfield
Springfield
Sunapee
Unity
Washington

Community Mental Health Center

Establishment Dates

Region I

Northern Human Services 03-03-71
87 Washington Street
Conway NH 03818

Region II

West Central Services, Inc. 06-06-85
DBA West Central Behavioral Health 02-05-01
2 Whipple Place, Suite 202 trade name
Lebanon NH 03766

Region III

The Lakes Region Mental Health Center, Inc. 07-14-69
DBA GENESIS – Behavioral Health 5-26-00
111 Church Street trade name
Laconia NH 03246

Region IV

Riverbend Community Mental Health, Inc. 03-25-66
5 Market Lane, PO Box 2032
Concord NH 03302-2032

Region V

Monadnock Family Services 03-05-24
64 Main Street, Suite 301
Keene NH 03431

Region VI

Community Council of Nashua, NH 12-24-23
DBA Greater Nashua Mental Health Center at 10-21-08
Community Council. trade name
7 Prospect Street
Nashua NH 03060-3990

Harbor Homes, Inc. 02-15-80
45 High Street
Nashua NH 03060

Region VII

The Mental Health Center of Greater Manchester 10-17-60
401 Cypress Street
Manchester NH 03103-3628

Region VIII

Seacoast Mental Health Center, Inc. 01-21-63
1145 Sagamore Avenue
Portsmouth NH 03801

Region IX

Behavioral Health and Developmental Services 09-24-82
of Strafford County, Inc.
DBA Community Partners of Strafford County 10-27-03
Forum Court, 113 Crosby Road, Suite 1 trade name
Dover NH 03820

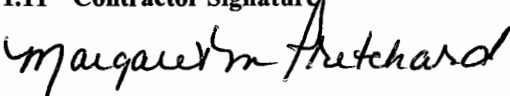
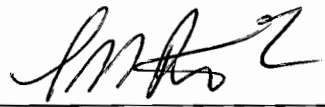
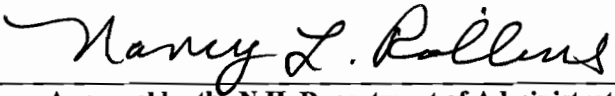
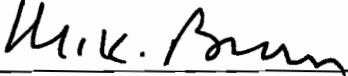
Region X

Mental Health Center for Southern NH 05-06-81
CLM Center for Life Management 10-27-99
44 Stiles Road non-profit
Salem NH 03079

Subject: To Provide Mental Health Services.**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH DHHS-Division of Community Based Services Bureau of Behavioral Health		1.2 State Agency Address 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health		1.4 Contractor Address 111 Church Street Laconia, NH 03246	
1.5 Contractor Phone Number 603-524-1100	1.6 Account Number Various State Accounts. See List in Exhibit B.	1.7 Completion Date 06-30-2014	1.8 Price Limitation \$507,053
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Margaret M. Pritchard, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Belknap</u> On <u>April 23</u> 2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace ~~TERESA M. POTTER-BROWN, Notary Public~~ My Commission Expires September 9, 2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs	
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) By:  On: <u>8/30/13</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

CERTIFICATE OF VOTE

I, Cinde Warmington, do hereby certify that:

1. I am the duly elected Clerk of The Lakes Region Mental Health Center, Inc.
DBA Genesis Behavioral Health
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 23, 2013.

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

To Provide: Mental Health Services For Fiscal Year 2014 Contract

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 23, 2013.

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

(Seal)
(Corporation)



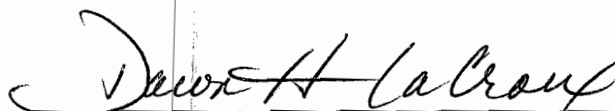
(Signature of Board Secretary)

State of New Hampshire

County of Belknap

The foregoing instrument was acknowledged before me this 23 day of April 2013

by Cinde Warmington.



Name:

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

Commission Expires:

(Seal)
(Notary Public)



EXHIBIT A

SCOPE OF WORK

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.

The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. BEHAVIORAL HEALTH SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- C. The Contractor shall provide services in accordance with the service projections set forth on the statistical pages immediately following Exhibit A. These service projections are based upon the needs of its consumers, taking into account the Contractor's caseload, available staffing and other resources, including the State funds that the Contractor expects to receive for the services to be performed under this Agreement.
- D. For all consumers eligible under He-M 401 that the Contractor has case management responsibilities for, the Contractor agrees to assure that applications for all appropriate sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Public Housing, and Section 8 subsidies are filed in a timely fashion.
- E. The Contractor agrees to make Illness Management and Recovery (IMR) services and evidence-based Supported Employment (SE) services available to eligible consumers. The Contractor may also offer complementary employment programs in conjunction with the evidence-based Supported Employment program.

II. TRANSITION TO MANAGED CARE

- A. All Medicaid billings for services provided to consumers who are enrolled members of a Managed Care Organization (MCO), shall be submitted to the MCO upon the Effective Date of Coverage with the MCO.
- B. The role of community mental health program 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 community mental health program 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.
- C. 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 years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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- D.** In the event that the Medicaid program in New Hampshire is transitioned, in whole or in part, during the period in which this Contract is in effect such that some of all of the services required to be provided by the Contractor are provided to consumers who are then enrolled as members of an MCO, the Contractor and BBH agree, upon the request of either party, to meet and discuss in good faith whether there are any provisions of the Contract which reasonably ought to be deleted or amended in order to accommodate the new service and reimbursement environment in which the parties may find themselves.

III. PROVISION OF QUALITY SERVICES

- A.** The Contractor agrees that it will 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 BBH within timeframes reasonably specified by BBH in order to ensure the efficient and effective administration of the Medicaid program.
- B.** As part of the effort to ensure quality services, BBH conducts annual reviews to ascertain that eligibility has been properly determined in accordance with He-M 401, "Eligibility Determination and Individual Service Planning." In the event that the annual review finds that 75% of the records examined are in compliance with the eligibility requirements of He-M 401, BBH shall refrain from conducting a review of eligibility determinations in the next year. Eligibility reviews will be conducted in the subsequent year. BBH will conduct such other quality assurance reviews, as it deems necessary and appropriate.
- C.** The Contractor agrees to submit to BBH data needed by BBH to comply with federal reporting requirements within timeframes reasonably specified by BBH.
- D.** In regard to the data required for the Phoenix system:
1. Monthly data shall be in the .csv format and shall be submitted on the 15th of each month unless otherwise agreed to by BBH.
 2. Errors in data returned by BBH to the Contractor shall be corrected and returned to BBH.
 3. Data shall be current and updated as required for federal reporting.
 4. For the purpose of data submitted for the Phoenix data system, the contractor agrees for the following fields that the error rate (invalid codes, Unknowns, nulls) shall not exceed 20% of the total records. An error rate in excess of 20% shall not constitute an event of default. In the event of an error rate of greater than 20%, the contractor shall submit a correction plan to show how improvements will be made to the fields listed below.
 - a. Race
 - b. Ethnicity
 - c. Employment status
 - d. Living status
 - e. Criminal justice data
 - f. School attendance data
- E.** In order to achieve positive consumer outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services, and who are responsible for completing the eligibility determination process as specified in He-M 401, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a children's clinician, and the Adult Needs and Strengths Assessment (ANSA) if they are an adult clinician.
1. Clinicians shall be certified in the use of the New Hampshire version of the CANS and the ANSA within 120-days of implementation by the DHHS of a web-based training and certification system.
 - a. The CANS and the ANSA assessment shall be completed by the community mental health clinician no later than the first annual review for the consumer following clinician certification.
 - b. The community mental health eligibility determination tool, as specified in He-M 401, and in effect on July 1, 2012, shall continue to be utilized by the clinician until such time as the Department of Health and Human Services implements web-based access to the

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CANS and the ANSA, the clinician is certified in the use of the CANS and the ANSA, and the annual review date has passed.

2. The CANS and the ANSA assessment shall be completed at least every three (3) months to document progress towards goals and objectives and any continued need for community mental health services.
 - a. Completion of the CANS or ANSA assessment shall fulfill the quarterly review requirements as defined in He-M 408 and He-M 401.
 - b. The CANS and the ANSA shall be utilized to develop an individualized, person-centered treatment plan, with measurable outcomes to inform future modifications to the individualized service plan.
- F. The percentage of Individualized Recovery and Resiliency Services (IROS) Medicaid billings, as specified in He-M 426, to all other community mental health services Medicaid billings shall, at a minimum, be maintained at their current regional levels. IROS services include the following: Individual and Group Functional Support Services (FSS), Illness Management and Recovery (IMR), and Evidence Based Supported Employment (EBSE). The Contractor, however, shall not be in breach of this provision if its failure to maintain the ratio of billings at the current level is due to the MCO taking a rate or utilization action which materially impairs the Contractor's ability to do so.
- G. In order to measure Consumer and Family Satisfaction, BBH shall contract with a private vendor during fiscal year 2014 to assist the Contractor and BBH with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction.
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor.
 3. The Contractor will support the efforts of BBH and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by BBH to explain the survey and otherwise support attempts by BBH to increase participation in the survey.
- H. 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. Children age 12 and older will be screened through administration of CRAFFT (Car, Relax, Alone, Forget, Friends, Trouble), and Adults will be screened through the administration of AUDIT (Alcohol Use Disorders Identification Test) and DAST (Drug Abuse Screening Test) instruments or other instrument(s) approved by BBH. The performance standard for fiscal year 2013 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual BBH Quality Assurance and Compliance Review.

IV. MAINTENANCE OF FISCAL INTEGRITY

- A. In order to enable BBH to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Balance Sheet and Profit and Loss Statements for the agency and all related parties that are under the Parent Corporation of the mental health provider organization. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
 1. Days of Cash on Hand:
 - a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period.
 - c. Performance Standard: The Contractor shall have enough cash and cash equivalents to

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cover expenditures for a minimum of fifteen (15) business days with no variance allowed.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

3. Medicaid Days in Accounts Receivable:

- a. Rationale: Medicaid is the primary payor for most CMHCs. The number of days it takes to collect this revenue has a major impact on the Contractor's ability to meet expenses.
- b. Definition: The number of days (on average) it takes the Contractor to collect Medicaid.
- c. Formula: Total Medicaid accounts receivable (including those due from Medicaid Managed Care Organizations) divided by net Medicaid charges divided by the number of days in the reporting period.
- d. Source of Data: The Contractor shall submit to BBH monthly, a breakdown of accounts receivables within their balance sheet, and net Medicaid charges on the profit & loss statement.
- e. Performance Standard: The Contractor shall maintain a standard maximum of forty (40) days with a 20% variance allowed.

4. Debt Service Coverage Ratio:

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

5. Net Assets to Total Assets:

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

B. In any budget submitted to BBH for purposes of contract approval, the Contractor agrees to limit administrative costs to 12% or less of the total program expenses.

C. For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement," "State Funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include all state general funds, including the State's share of Medicaid, provided to the Contractor, as well as all federal grant funds allocated by BBH to the provider, along with any prior years' state and/or federal funds deferred to the current year with BBH approval.

V. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

A. The community mental health program shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital to assist in the coordinated discharge planning for the consumer to

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either return to services in the community or offer services at the local community mental health program.

- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon receipt of notification of the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The community mental health program shall work with DHHS to review cases of consumers that New Hampshire Hospital, and/or the community mental health program has indicated will have difficulty returning back into the community, identify barriers to discharge, and develop an appropriate plan to transition back into the community.
- D. The community mental health program shall make a face-to-face appointment available to a consumer leaving New Hampshire Hospital who desires to reside in the region served by the community mental health program 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.

VI. COORDINATION WITH PRIMARY CARE PROVIDER

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

VII. REDUCTION OR SUSPENSION OF FUNDING

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

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VIII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph VII. above, prior to the elimination of or a significant reduction in a program which delivers services contracted by BBH (as reflected in the statistical pages immediately following Exhibit A), and paid for, in whole or in part, by State Funds, the Contractor shall provide BBH with at least thirty (30) days written notice with an explanation of the programmatic and financial impact. The Contractor and BBH 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. In the event that BBH is not in agreement with such elimination or reduction prior to the proposed effective date, BBH may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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) day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided. The Contractor shall not redirect Medicaid 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, BBH shall control the expenditure of the unspent Medicaid funds.

IX. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- A. The Contractor shall assist the Pre-Admission Screening and Resident Review (PASRR) Office of the NH Department of Health and Human Services in meeting the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the PASRR Office and with the appropriate authorization to release information, the Contractor shall provide the PASRR Office with 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. The Contractor may bill Medicaid, and the PASRR Office may approve payment, for activities related to the PASRR process.

X. EMERGENCY SERVICES

- A. The Contractor shall use Emergency Services funds to offset the cost of providing Emergency Services to individuals with no insurance.

XI. ASSERTIVE COMMUNITY TREATMENT (ACT) TEAM SUPPORT FUNDS

- A. **General Requirements:** General Funds in the amounts identified in Exhibit B are to be used for the design and sustaining of an Assertive Community Treatment team (ACT). This includes, but is not limited to, the recruitment, hiring, and training of staff, supervision, start-up costs for a new program such as office materials, and non-billable time spent by staff creating an environment to help the program succeed within the community. These funds may also be used to support ACT clients in their community to prevent hospitalization, incarceration, or homelessness.
- B. **7-Days Per Week Coverage:** Additional funding is being made available to the Contractor to increase the availability of one of the Contractor's Assertive Community Treatment team's coverage to 7-days per week. The Contractor will ensure weekend coverage is prioritized to meet the following deliverables for a minimum of 8 hours on Saturday and 8 hours on Sunday, with the specific hours to be determined by the Contractor:
1. Crisis intervention for individuals who may be in crisis and need a crisis evaluation and development of a disposition plan appropriate to the individual's needs by the ACT Team;

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2. Follow-up services in the community for individuals that the treatment team has determined need services provided over the weekend due to the clinical needs of the individual;
 3. Support and/or community based services for individuals who are being discharged from a hospital or other inpatient setting and returning to the community over the weekend.
- C. Contractors establishing a new ACT Team for FY14 shall utilize the additional funding to ensure the new ACT Team meets the criteria detailed above.
- D. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XII. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) SERVICES

- A. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

XIII. EMPLOYMENT DEVELOPMENT INITIATIVE (EDI)

- A. Funds will be used to offset lost productivity for CMHC staff to attend trainings in Supported Employment, an evidence-based practice designed to improve employment opportunities for people with mental illness. The goal will be to improve employment outcomes for clients of the agencies designated to receive these funds.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XIV. NH MEDICAID WELLNESS INCENTIVE PROGRAM (WIP)

- A. The Contractor is a project site in a 5-year grant awarded to the NH Bureau of Behavioral Health by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (WIP) "Healthy Choices, Healthy Changes".
- B. WIP is an intervention supporting exercise, improved nutrition, and smoking cessation, with mentoring and incentives to improve cardiac and metabolic health in clients of the NH Community Mental Health Center (CMHC) system.
- C. WIP will build upon and benefit from the existing infrastructure of the In SHAPE health promotion program established in 2004 for people with SMI at risk of cardiovascular disease.
- D. WIP will offer four (4) "Supported Weight Management" programs":
1. Gym Membership;
 2. In SHAPE (includes gym membership);
 3. Weight Watchers; and
 4. In SHAPE and Weight Watchers.
- E. WIP will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- F. WIP will offer three (3) "Supported Smoking Cessation" programs:
1. Prescriber Referral and Telephone Cognitive Behavior Therapy;
 2. Prescriber Referral and Facilitated Use of Quit line; and
 3. Prescriber Referral alone.

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- G. Incentives Counselors (ICs) will be employed by Dartmouth to:
 - 1. Promote access to the WIP program;
 - 2. Help participants make decisions about health behavior changes; and
 - 3. Encourage the use of incentives.
- H. The Contractor will establish an In SHAPE program, necessary for offering WIP. This includes:
 - 1. Negotiating partnerships with community fitness facilities (gyms and other facilities that promote fitness and health);
 - 2. Hiring Health Mentors (see number of FTE's in Exhibit B): certified fitness trainers who provide the In SHAPE program; and
 - 3. They will also participate in the hiring of an Incentives Counselor, who will be employed by the Dartmouth Center for Aging Research, but will administer the WIP program at the CMHC.
- I. The Contractor will provide space in the offices of the CMHC that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- J. The Contractor will devise and implement a plan to provide transportation assistance to WIP participants, as specified and funded in the grant.
- K. The Contractor will also identify a project site WIP Leader who will work with members of the WIP implementation and evaluation teams at the Bureau of Behavioral Health and Dartmouth to ensure that the project is progressing, as required by the grant.
- L. The CMHCs will partner with WIP project members at BBH and the Dartmouth Center for Aging Research to recruit and enroll a total of:
 - 1. 1,600 CMHC clients eligible for Medicaid in the weight management programs statewide;
 - 2. 2,000 CMHC clients eligible for Medicaid in the smoking education and cessation programs statewide.
- M. The Contractor will provide the information needed for required reporting to CMS, as requested by WIP project members at BBH and the Dartmouth Center for Aging Research.

XV. DATA INFRASTRUCTURE GRANT (DIG)

- A. BBH funding for any CMHC data infrastructure projects or activities is dependent upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. Agencies should seek approval from BBH before planning to use or committing any DIG or federal data infrastructure funds.
- C. Activities that may be funded:
 - 1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines, or
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime), or
 - c. Software and/or training purchased to improve Phoenix data collection, or
 - d. Staff training for collecting new data elements.
 - 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
 - 1. Progress Reports received by BBH according to prior agreement with agencies will:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings, and
 - c. Include progress to meet anticipated deadlines as specified.
 - 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from CMHC IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and

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- c. CMHC may request other payment schedule based on documented need.

XVI. BALANCING INCENTIVE PROGRAM (BIP)

- A. The Balancing Incentive Program (BIP) federal funds are available to enhance the capacity of the Community Mental Health Centers through trainings to serve adults with Severe Mental Illness (SMI) and children with Serious Emotional Disturbance (SED). The trainings supported by this agreement involve unique specialized service models and tools that will improve the core competencies of provider staff to utilize practices that are proven successful in improving outcomes for individuals served and keeping those in need of behavioral health long-term services and supports in their communities and out of institutions.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XVII. REFUGEE INTERPRETER SERVICES

- A. **General Requirements:** General funds shall be used to provide language interpreter services for non-English speaking refugees receiving community mental health services through the mental health center. This agency was chosen to receive these funds because it is located in one of the primary refugee resettlement areas in New Hampshire.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

FY14 SCOPE OF SERVICE REPORT

AGENCY: Lakes Region mental health Center, Inc
DBA Genesis Behavioral Health

DATE PREPARED: 04-24-13

PREPARED BY: EUGENE FRIEDMAN

Type	Cost Center Number	PROGRAM NAME	PHOENIX INPUT AGENCY NUMBER(S)	Location	CASELOAD/ CAPACITY	SUBCONTRACTED YES/ NO / PARTIALLY	START DATE	DATE OF SERVICE COMPLETION
CHILDREN/ADOLESCENTS	101	C&F Laconia	013010	771 No Main Street Laconia	630	No		
CHILDREN/ADOLESCENTS	201	C&F Plymouth	013013	599 Teney Mtn Hwy., Plymouth	200	No		
INTAKE	103	Centralized Intake	011000	111 Church Street Laconia	NA	No		
EMERGENCY SERVICES/ ASSESSMENT	104	ES - Laconia	016410	111 Church Street Laconia	660	No		
EMERGENCY SERVICES/ ASSESSMENT	204	ES- Plymouth	016413	599 Teney Mtn Hwy., Plymouth	70	No		
SERVICES TO NON-ELIGIBLES	112	AOP Laconia	010410	111 Church Street Laconia	500			
SERVICES TO NON-ELIGIBLES	212	AOP Plymouth	010513	599 Teney Mtn Hwy., Plymouth	300			
MULTI-SERVICE TEAM	113	CSP Laconia	011310	111 Church Street Laconia	700	No		
MULTI-SERVICE TEAM	213	CSP Plymouth	011313	599 Teney Mtn Hwy., Plymouth	225	No		
ACT TEAM	114	Centralized ACT	011410	111 Church Street Laconia	23	No		
SUPPORTED LIVING	123	Summer Street	011851	13 Summer Street, Laconia	10	No		
SUPPORTED LIVING	223	McGrath Stree	012050	24 McGrath Street, Laconia	14	No		
OTHER (NON-BBH)	199	LRGH Gero Unit	010710	At service site per contract	NA	NO		
OTHER (NON-BBH)	299	LRGH Franklin	101720	At service site per contract	NA	NO		
OTHER (NON-BBH)	399	Child Impact Prgm Laconia	010810	111 Church Street Laconia	NA	NO		
OTHER (NON-BBH)	499	Child Impact Prgm Plymouth	010813	599 Teney Mtn Hwy., Plymouth	NA	NO		
OTHER (NON-BBH)	599	Plymouth State University	097100	At service site per contract	NA	NO		
OTHER (NON-BBH)	699	Mt Prospect Academy	097200	At service site per contract	NA	NO		
OTHER (NON-BBH)	799	NewFound Reg. High Sch.	097300	At service site per contract	NA	NO		

Part IIB: Services to Adults in State Supported Programs Units/Days of Service

Genesis Behavioral Health

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

NOTE: Brief/DRF: Report Clinical units in top and patient days in the bottom of block. **IPH and RPH:** Units top, Half day middle. Full days bottom.

(ALL Numbers Cumulative YTD)	Svccs.										Services to									
	Older Adults		Intake	Assessme nt	Brief/DRF	IPH	RPH	Voc	Case Mgt.	Social Club Peer/Supp.	Non- Eligibles	Multi- Service Team	ACT TEAM	Totals						
1) Units of service to SPMI clients			315	315	U	U	U		D			81382	2000	U 84012						
					H	H	H		O					H 0						
					D	D	D							D 0						
2) Units of service to SMI clients			1210	871	U	U	U		N		22	26651		U 28754						
					H	H	H		O					H 0						
					D	D	D		t					D 0						
3) Units of service to low utilizer clients			13	13	U	U	U		O			1355		U 1381						
					H	H	H		t					H 0						
					D	D	D							D 0						
4) Units of service to non eligible adult clients			3797	2741	U	U	U		U		24143	629		U 31310						
					H	H	H		U					H 0						
					D	D	D							D 0						
5) TOTAL units of service (add #'s 1-4)	0	0	5335	3940	U	U	U	0	S	0	24165	110017	2000	U 145457						
					H	H	H	0	e					H 0						
					D	D	D	0						D 0						
6) Average daily census in program																				

Part IIC: Services to **Children** in State Supported Programs
Number of **Children** Served

Genesis Behavioral Health

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

(ALL numbers	100	101	103	104 Emerg. Assessme nt	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non- Eligibles	113 Multi Service Team	114 ACT Team	*Unduplic ated Totals
Cumulative YTD)	Maint	Children	Intake											
1) Unduplicated number of children SED		425	215	24					Do					425
2) Unduplicated number of children SED Interagency		425	199	41					Not					425
3) Unduplicated number of non eligible children		636	180	119					Use					636
4) TOTAL unduplicated number served in program YTD(add #'s 1-3)	0	1486	594	184	0	0	0	0	0	0	0	0	0	1486

*Total of Children for all Agency services,
including those who may receive only
housing services in PART IIIA

Part IID: Services to Children in State Supported Programs

Units/Days of Service

Genesis Behavioral Health

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

	100	101	103	104 Emerg. Svcs.	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non- Eligibles	113 Multi Service Team	114 ACT Team	Totals
(All Numbers Cumulative YTD)	Maint	Children	Intake	Assessme nt										
1) Units of service to children SED		31175	1377	110 U		U	U		Do					U 32662 H 0 D 0
2) Units of service to children SED interagency		36612	1346	35 U		U	U		No					U 37993 H 0 D 0
3) Units of service to Non-Eligible Children		10283	1175	528 U		U	U		t					U 11986 H 0 D 0
4) TOTAL services (add #'s 1-3)	0	78070	3898	673 U		U	U	0	U	0	0	0	0	U 82641 H 0 D 0
5) Average daily census in program									S					D 0

NOTE: Brief / DRF: Report Clinical units in top and patient days in the bottom of block.
IPH and RPH: Units top, Half day middle, Full days bottom. For all other cost centers
report units only in the Top Block.

Part IIE: Specialized Units of Services to Adults and Children

Genesis Behavioral Health

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

ADULTS

CHILDREN

(ALL Numbers Cumulative YTD)

(ALL Numbers Cumulative YTD)

1) Units of service to SPMI

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
84,032	5,596	299	55,568

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
29,779	1,926	226	11,735

5) Units of service to SED

2) Units of service to SMI

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
26,331	2,467	114	6,859

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
38,088	2,307	224	16,728

6) Units of service to SED I/A

3) Units of service to Low Utilizer

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
1,184	154	4	343

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
1,697	6		

7) Units of service to OTHER

4) Units of service to Non-Eligible

7,378

NOTE: Case Management Direct is face-to face or telephone communication with the eligible client and/or guardian. Case Management Indirect is all other Targeted Case Management billable activity.

Lines 1-4: Units of service to Adult SPMI (Line 1), SMI (Line 2), Low Utilizers (Line 3), Non-Eligible (Line 4), Lines 5-7: Units of service to Children SED (Line 5), SED I/A (Line 6), Other (Line 7).

NOTE: To define Medicaid units, use Medicaid billable units in fifteen (15) minute increments. With regard to event-based billing, provide the actual number of fifteen (15) minute units rendered and documented in the record. For example, a comprehensive med check is an event based code, but may take thirty (30) minutes [two (2) units] of time. We would expect you to report two (2) units, not one (1) event. With regard to per diem FSS, we would expect you to report total direct care FSS units delivered by residential staff, rather than one (1) per diem event.

PART IIIA: Program Information - Clients Served

Genesis Behavioral Health

Name of Agency

FY2014 4th Quarter
Reporting Period (year/quarter)

Community Residence
(by location)

	116	118	122	222	322	422	C.R. Total	Supportive Living	Supportive Living	Independent Housing	Total for All Housing
Crisis/Respite											
Number served YTD											
1) SPMI							0	9	11		20
2) SMI							0	2	4		6
3) Low Utilizer							0				
4) Non Eligible Adults							0				
5) Children SED							0				
6) Children SED Interagency							0				
7) Non-Eligible Children							0				
8) Total Unduplicated numbers served YTD (Please enter your unduplicate totals)								11	15		26
9) Number of Clients/ beginning of quarter							0				
10) Number of Admissions/ current quarter							0				
11) Number discharged/ current quarter							0				
12) Number of clients in residence at end of current quarter							0				

PART IIIB: Program Information: Potential/Total Client Days

Genesis Behavioral Health

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

Community Residence

(by location)

	116 Crisis/ Respite	118 APRTP	122 #1	222 #2	322 #3	422 #4	C.R. Total	123 Supportive Living	223 Supportive Living	124 Independent Housing	Total
1) Number of locations							0	1	1		2
2) Number of beds available							0	10	14		24
3) Potential Client Days YTD	D						0	D			0
Client Days YTD	U						0	U			0
4) SPMI	D						0	3,205	4,015		7,220
5) SMI	U						0	U			0
6) Low Utilizer	D						0	805	1,467		2,272
7) Non Eligible Adults	U						0	U			0
8) Children SED	D						0	U			0
9) Children SED Interagency	U						0	U			0
10) Non -Eligible Children	D						0	U			0
11) Total Days/Units YTD (add #s 4-10)	U	0	0				0	U	0		0
	D	0	0	0	0	0	0	4,010	5,482		9,492

(FSS Units on top, client days on bottom for Crisis/Respite & APRTP. Supportive Living & Independent Housing report Units only as we will be able to determine days from Phoenix. For Community Residence report day only)

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A. Of the Price Limit in Block 1.8. of the General Provisions, the funds for services shall be governed by the provisions of Exhibits A, B, C, D, E, F, G, H, I and J. In no event shall the total of initial and monthly payments exceed the maximum Price Limitation in Block 1.8. of the General Provisions of this Agreement. Upon written notice to the Contractor, BBH may reduce State funds allocated under this Agreement as necessary for BBH to meet its obligations reflected in the final FY14 budget appropriation for BBH by the New Hampshire General Court.

2. The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s).

3. For the purpose of billing, a Unit of Service is a period of time during which services are rendered. Where units refer to a specific length of time, units are reimbursed in whole units and time of services is rounded to the nearest whole unit. Unless otherwise stated in rules, fifteen-minute units are reimbursed as follows:

DIRECT SERVICE TIME	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

4. A Day of Service shall mean a 24-hour period for a resident either in a Designated Receiving Facility or Housing Services.

5. A minimum of eight (8) units of service shall be provided to each consumer per half day of program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization and a minimum of twelve (12) units of service shall be provided to each consumer per program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization.

6. All reports required pursuant to this Agreement are due to BBH within timeframes specified by BBH. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period.

7. The following Program funds shall only be expended by the Contractor as directed by the BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Division for Children Youth and Families Consultation	\$ 1,770
Refugee Interpreter Services	5,000
Emergency Services	109,117
Medicaid Incentive for the Prevention of Chronic Disease	129,666
Assertive Community Treatment Team	150,000
Balancing Incentive Program	100,000
Data Infrastructure Grant	10,000
Employment Development Initiative	1,500
Total	\$507,053

8. The amount of funding listed in the table above for Emergency Services reimbursement is provisional. In the event that Medicaid Expansion occurs in New Hampshire under the Affordable Care Act, BBH may reduce this amount proportionately. In the event that BBH proposes to do so, the Contractor shall be notified by BBH no less than thirty (30) days in advance of any proposed reduction and given an opportunity to discuss the magnitude and/or the timing thereof.

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9. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and;/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

10. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH may make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. Monthly payments shall be adjusted for expenditures set forth in Paragraph 8. above and amounts paid to initiate services.

11. BBH 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.

12. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.

13. This Agreement is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$265,887

Federal Funds: \$241,166

CFDA #: 93.243

Federal Agency: U.S. Department of Health and Human Services

Program Title: Special Initiative for State Mental Health Authorities to Address the Impact of the Economic Downturn through Employment Development (EDI)

Amount: \$1,500

CFDA #: 93.243

Federal Agency: U.S. Department of Health and Human Services

Program Title: NH Mental Health Data Infrastructure Quality Improvement Project (DIG)

Amount: \$10,000

CFDA #: 93.536

Federal Agency: U.S. Department of Health and Human Services

Program Title: Medicaid Incentives for Prevention of Chronic Diseases (MIPCD)

Amount: \$129,666

CFDA #: 93.778

Federal Agency: U.S. Department of Health and Human Services

Program Title: Balancing Incentive Program (BIP)

Amount: \$100,000

14. List of State account numbers as referenced in Block 1.6. of the General Provisions form P37:

05-95-92-920010-5945-102

05-95-42-403010-2958-550

05-95-92-920010-1858-502

05-95-92-920010-2087-102

05-95-92-920010-7851-102

05-95-49-490510-2985-102

EXHIBIT C

SPECIAL PROVISIONS

These Provisions expand upon the General Provisions [Form P-37] of this Agreement.

A. 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.

B. 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.

C. 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 Bureau of Behavioral Health (BBH) upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.14. 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;

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- 8.1.4. Failure to either justify or correct material findings noted in a BBH 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 BBH's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IV.;
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IV., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, IV., A. 2.) for two (2) consecutive months during the contract period; or
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, IV.) for three (3) consecutive months during the contract period.

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

- 8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.
- 8.2.6. Require the Contractor to pay to the State, as liquidated damages, the sum of \$250 in the event that the Contractor has not made available a face-to-face appointment for a consumer leaving New Hampshire Hospital who desires 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. The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by the Contractor's failure to make available an appointment after discharge. The parties agree that this liquidated damages provision represents reasonable compensation for the loss incurred by this breach. The Contractor also agrees that nothing in this section is intended to limit the right of the State to obtain injunctive and other relief as may be appropriate. The State may forward the sum of \$250 to the consumer for whom the Contractor failed to make an appointment available.
- 8.2.7. Give the Contractor written notice of default in the event that the Contractor has failed to

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maintain Fiscal Integrity performance standards as specified in Exhibit C, Paragraph D., and Subparagraph 8.1.12. or 8.1.13. The notice shall require the Contractor, within thirty (30) 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:

8.2.7.1. Require the Contractor to submit an additional corrective action plan within fifteen (15) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

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

8.2.7.3. 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.

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

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

G. 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 as defined in the budget instructions and accounting guidelines and statistical reporting form instructions as specified in Exhibits A and C. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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

9.5.1. For fiscal reports, the Contractor shall submit within thirty (30) days after the end of each month a Balance Sheet and a Profit/Loss Statement. Contractors shall also submit quarterly reports, including: Quarterly Functional Revenues and Expenses Report, Quarterly Statistical Reports, a Cash Flow Statement, and a Line of Credit Statement in the specified electronic format as prescribed by BBH. All quarterly reports are due within thirty (30) days of the end of the reporting period.

9.5.1.1. The monthly Balance Sheet and Profit & Loss Statements, as well as, the Quarterly Functional Revenues and Expenses Report, 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.

9.5.1.2. The Functional Revenues and Expenses Report 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.

9.5.1.3. The Contractor shall maintain detailed fiscal records meeting all the requirements specified in the budget instructions and accounting guidelines. Such fiscal records shall be supported

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

9.5.1.5. On or before November 1, 2013, the Contractor shall deliver to BBH, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2013, including the funds received under the fiscal year 2013 Agreement

9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds five hundred thousand dollars (\$500,000) 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 for fiscal years ending on or after December 31, 2003.

9.5.2. The Contractor shall submit Phoenix data in the .csv format on the fifteenth (15th) of each month unless otherwise agreed to by BBH.

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 BBH contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and

9.5.3.3. Submit to BBH all reasonable additional reports and data files as requested on such schedule and in such electronic format that BBH shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.

9.5.3.4. The Contractor agrees to submit to BBH reports on high profile and sentinel events in accordance with the Division of Community Based Care Services policy.

H. Add the following regarding "Termination" to Paragraph 10:

10.1. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH 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 BBH.

10.2. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10.3. The Contractor shall notify BBH if it expects to be generally unable to provide services as the result of a

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natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that BBH 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 BBH 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.

I. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:
ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within thirty (30) business days shall be deemed approval.

12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by BBH for the Contractor in Exhibit A. The Contractor will notify BBH 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 BBH'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, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH 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 BBH's obligations under this Agreement null and void unless, prior to the merger, BBH 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, BBH 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, BBH's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

J. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims re-

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lated to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

- K.** If the Price Limit in Paragraph 1.8., of the General Provisions is greater than two hundred fifty thousand dollars (\$250,000), 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 than two million dollars (\$2,000,000) per claim or occurrence; and

- L.** 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 BBH 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.

- M.** 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

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National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

22.5. Notwithstanding those prior contracts, BBH 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 BBH in advance. The Contractor shall provide BBH 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. BBH 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 BBH finds that eligible persons will probably benefit, BBH shall approve the disposition. If BBH finds that eligible persons probably will not benefit, BBH may disapprove the disposition. Failure by BBH 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 BBH does not approve of the disposition, the Contractor and BBH 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, BBH and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.

22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.

22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.

22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

Contractor Initials:

Date:

MP
5/9/13

22.13. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

EXHIBIT C FY14 CMHC

Contractor Initials: 
Date: 3/9/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

Genesis Behavioral Health

From: 7/1/2013 To: 6/30/2014

(Contractor Name)

(Period Covered by this Certification)

Margaret M. Pritchard, Executive Director

(Name & Title of Authorized Contractor Representative)

Margaret M. Pritchard

(Contractor Representative Signature)

5/9/13

(Date)

Contractor Initials: *MP*

Date: *5/9/13*

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: 07-01-13 through 06-30-14

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.

Margaret M. Pritchard
 (Contractor Representative Signature)

Margaret M. Pritchard, Executive Director
 (Authorized Contractor Representative Name & Title)

Genesis Behavioral Health
 (Contractor Name)

5/9/13
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) 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.
- (2) 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).

Contractor Initials: MP

Date: 5/9/13

LOWER TIER COVERED TRANSACTIONS

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

Margaret M. Pritchard
(Contractor Representative Signature)

Margaret M. Pritchard, Executive Director
(Authorized Contractor Representative Name & Title)

Genesis Behavioral Health
(Contractor Name)

5/9/13
(Date)

Contractor Initials: MP
Date: 5/9/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Margaret M. Pritchard
(Contractor Representative Signature)

Margaret M. Pritchard, Executive Director
(Authorized Contractor Representative Name & Title)

Genesis Behavioral Health
(Contractor Name)

5 9 13
(Date)

Contractor Initials: MP
Date: 5/9/13

NH Department of Health and Human Services

STANDARD EXHIBIT H

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.

Margaret M. Pritchard
(Contractor Representative Signature)

Margaret M. Pritchard, Executive Director
(Authorized Contractor Representative Name & Title)

Genesis Behavioral Health
(Contractor Name)

5/9/13
(Date)

Contractor Initials: *mp*
Date: 5/9/13

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

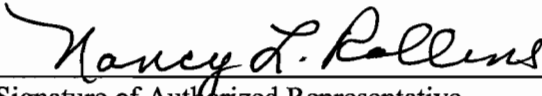
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS/Div of Community Based Care Services
Bureau of Behavioral Health

The State Agency Name

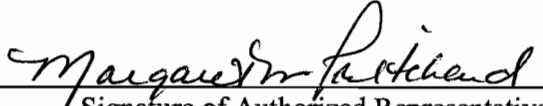
The Lakes Region Mental Health Center
Inc. DBA Genesis Behavioral Health

Name of the Contractor


Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative


Signature of Authorized Representative

Margaret M. Pritchard

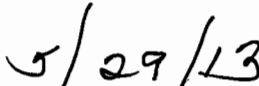
Name of Authorized Representative

Associate Commissioner

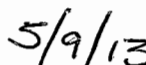
Title of Authorized Representative

Executive Director

Title of Authorized Representative


Date

Date


Date

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

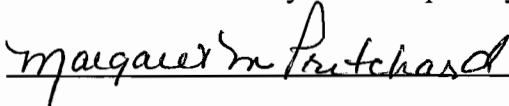
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



Margaret M. Pritchard, Executive Director

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Genesis Behavioral Health

(Contractor Name)

(Date)

5/9/13

Contractor initials: 

Date: 5/9/13

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NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 101410652

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: MP

Date: 5/9/13

Page # 16 of Page # 16



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying consolidating statement of financial position of Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health (a nonprofit organization) and its affiliate Mid State Mental Health Foundation, Inc. as of June 30, 2012, and the related consolidating statements of activities and cash flows for the year then ended. These consolidating financial statements are the responsibility of the Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health (a nonprofit organization) and its affiliate Mid State Mental Health Foundation, Inc.'s management. Our responsibility is to express an opinion on these consolidating financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidating financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidating financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidating financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health and its affiliate Mid State Mental Health Foundation, Inc. as of June 30, 2012, and the respective changes in its financial position, and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated August 30, 2012 on our consideration of Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health and Affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

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

Our audit was conducted for the purpose of forming opinions on the financial statements taken as a whole. The supplementary information on pages 11 through 14 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with audit standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell Branagan & Synt

St. Albans, Vermont
August 30, 2012

Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health and Affiliate
CONSOLIDATING STATEMENT OF FINANCIAL POSITION
June 30, 2012

ASSETS

	LRMH	Mid State Foundation	Consolidating Entries	Consolidated Total
CURRENT ASSETS				
Cash	\$ 7,637	\$ 236,275	\$ -	\$ 243,912
Investments	334,468	569,915	-	904,383
Accounts receivable (net of \$337,000 allowance)	683,053	-	-	683,053
Prepaid expenses and other current assets	33,415	-	-	33,415
Due from affiliated organizations	806,190	-	(806,190)	-
TOTAL CURRENT ASSETS	<u>1,864,763</u>	<u>806,190</u>	<u>(806,190)</u>	<u>1,864,763</u>
PROPERTY AND EQUIPMENT - NET	<u>1,469,190</u>	<u>-</u>	<u>-</u>	<u>1,469,190</u>
OTHER ASSETS				
Restricted cash	47,452	-	-	47,452
TOTAL ASSETS	<u>\$ 3,381,405</u>	<u>\$ 806,190</u>	<u>\$ (806,190)</u>	<u>\$ 3,381,405</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES				
Accounts payable	\$ 123,148	\$ -	\$ -	\$ 123,148
Current portion--long-term debt	42,236	-	-	42,236
Due to related organization	-	806,190	(806,190)	-
Deferred income	18,025	-	-	18,025
Accrued vacation	209,970	-	-	209,970
Accrued expenses	195,101	-	-	195,101
TOTAL CURRENT LIABILITIES	<u>588,480</u>	<u>806,190</u>	<u>(806,190)</u>	<u>588,480</u>
LONG-TERM DEBT, less current portion	<u>551,209</u>	<u>-</u>	<u>-</u>	<u>551,209</u>
TOTAL LIABILITIES	<u>1,139,689</u>	<u>806,190</u>	<u>(806,190)</u>	<u>1,139,689</u>
NET ASSETS				
Temporarily restricted	52,673	-	-	52,673
Unrestricted	2,189,043	-	-	2,189,043
TOTAL NET ASSETS	<u>2,241,716</u>	<u>-</u>	<u>-</u>	<u>2,241,716</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,381,405</u>	<u>\$ 806,190</u>	<u>\$ (806,190)</u>	<u>\$ 3,381,405</u>

See Notes to Financial Statements

Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health and Affiliate
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2012

	LRMH					
	Unrestricted Funds	Temporarily Restricted Funds	All Funds	Mid-State Foundation	Consolidating Entries	Consolidated Total
PUBLIC SUPPORT AND REVENUES						
Public support -						
Federal	\$ 161,122	\$ -	\$ 161,122	\$ -	\$ -	\$ 161,122
State of New Hampshire - DBH	8,000	-	8,000	-	-	8,000
Other public support	1,085,284	49,982	1,135,266	-	(822,692)	312,574
Total Public Support	1,254,406	49,982	1,304,388	-	(822,692)	481,696
Revenues -						
Program service fees	7,308,967	-	7,308,967	-	-	7,308,967
Rental income	68,794	-	68,794	-	-	68,794
Investment income (loss)	(1,054)	-	(1,054)	24,542	-	23,488
Other revenue	13,039	-	13,039	-	-	13,039
Net assets released from restriction	10,988	(10,988)	-	-	-	-
Total Revenues	7,400,734	(10,988)	7,389,746	24,542	-	7,414,288
TOTAL PUBLIC SUPPORT AND REVENUES	8,655,140	38,994	8,694,134	24,542	(822,692)	7,895,984
EXPENSES						
BBH funded program services -						
Children Services	2,270,886	-	2,270,886	-	-	2,270,886
Intake	206,304	-	206,304	-	-	206,304
Multi-service	3,364,812	-	3,364,812	-	-	3,364,812
Emergency Services	554,244	-	554,244	-	-	554,244
Housing Services	192,282	-	192,282	-	-	192,282
Non-Eligible	786,473	-	786,473	-	-	786,473
Non-BBH funded program services	547,526	-	547,526	824,641	(822,692)	549,475
TOTAL EXPENSES	7,922,527	-	7,922,527	824,641	(822,692)	7,924,476
INCREASE (DECREASE) IN NET ASSETS	732,613	38,994	771,607	(800,099)	-	(28,492)
NET ASSETS, beginning	1,456,430	13,679	1,470,109	800,099	-	2,270,208
NET ASSETS, ending	\$ 2,189,043	\$ 52,673	\$ 2,241,716	\$ -	\$ -	\$ 2,241,716

See Notes to Financial Statements

Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health and Affiliate
CONSOLIDATING STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2012

	LRMH	Mid State Foundation	Consolidating Entries	Consolidated Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Increase (decrease) in net assets	\$ 771,607	\$ (800,099)	\$ -	\$ (28,492)
Adjustments to reconcile to net cash provided by operations:				
Depreciation	154,219	-	-	154,219
Unrealized (gain) loss on investments	8,606	(8,589)	-	17
(Increase) decrease in:				
Accounts receivable	(1,505)	-	-	(1,505)
Prepaid expenses	4,775	50	-	4,825
Due from affiliated organizations	(801,940)	-	801,940	-
Restricted Cash	(2)	-	-	(2)
Increase (decrease) in:				
Accounts payable & accrued liabilities	(83,827)	-	-	(83,827)
Deferred income	(11,580)	-	-	(11,580)
Due to related organizations	-	801,940	(801,940)	-
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	40,353	(6,698)	-	33,655
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchases of property and equipment	(223,051)	-	-	(223,051)
Purchase of investments	(7,103)	(9,768)	-	(16,871)
NET CASH USED BY INVESTING ACTIVITIES	(230,154)	(9,768)	-	(239,922)
CASH FLOWS FROM FINANCING ACTIVITIES				
Principal payments on long-term debt	(37,691)	-	-	(37,691)
NET DECREASE IN CASH	(227,492)	(16,466)	-	(243,958)
CASH AT BEGINNING OF YEAR	235,129	252,741	-	487,870
CASH AT END OF YEAR	\$ 7,637	\$ 236,275	\$ -	\$ 243,912
SUPPLEMENTAL DISCLOSURE				
Cash Payments for Interest	\$ 29,140	\$ -	\$ -	\$ 29,140
Debt Incurred for the Purchase of Property and Equipment	\$ 100,000	\$ -	\$ -	\$ 100,000

See Notes to Financial Statements



*The mission of Genesis Behavioral Health is to
provide direct services that enhance the
emotional and mental health of our
communities.
(Revised June 2009)*

Our Vision

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

Our Values

<u>RESPECT</u>	We conduct our business and provide services with respect and professionalism.
<u>ADVOCATE</u>	We advocate for those we serve through enhanced collaborations, community relations and political action.
<u>INTEGRITY</u>	We work with integrity and transparency, setting a moral compass for the agency.
<u>STEWARDS</u>	We are effective stewards of our resources for our clients and our agency's health.
<u>EXCELLENCE</u>	We are committed to excellence in all programming and services.

KEY ADMINISTRATIVE PERSONNEL - FY2014

GENESIS BEHAVIORAL HEALTH

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Margaret Pritchard	1.00	\$ 110,000.00	\$ 44,524.27	40%
Chief Financial Officer	Eugene Friedman	1.00	\$ 82,870.00	\$ 33,542.97	40%
Medical Director	Vladimir Jenlov	1.00	\$ 245,000.00	\$ 99,167.70	40%
Chief Operations Officer	Vacant	1.00	\$ -	\$ -	#DIV/0!

Margaret M. Pritchard

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

Experience: Current Genesis Behavioral Health Laconia, NH
Executive Director

2004-2007 Community Partners Dover, NH

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

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

2001-2004 Community Partners Dover, NH

Chief Operating Officer, Behavioral Health Division

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

2000-2001 Genesis Behavioral Health Laconia, NH

Director, Clinical Operations

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

1994-2000 Riverbend CMHC Concord, NH

Director, Community Support Program

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

1992-1994 The Mental Health Center Manchester, NH

Director, Emergency Services

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

Emergency Service Clinician

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

1987-1989 Community Council Nashua, NH

Director, Community Education

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

1986-1989 NE Non-profit Housing Manchester, NH

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

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

1986 Region IV Agency Concord, NH

Case Manager

- Developed and monitored treatment plans for 25 developmentally disabled adults

1982-1985 The Mental Health Center Manchester, NH

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

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

Residential Staff

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

Education: 1998-2000 New England College Henniker, NH

- MS Community Mental Health Counseling
- 1977-1981 SUNY Brockport Brockport, NY
- BS Social Work

Interests: 1989-Present

Granite State Critical Incident Street Management Team-Coordinator

**The Lakes Region Mental Health Center, Inc.
DBA GENESIS Behavioral Health
Board of Directors
October 24, 2012**

**PRESIDENT
Susan Stearns**

**VICE PRESIDENT
Deborah Pendergast**

**TREASURER
Cydney Shapleigh-Johnson**

**SECRETARY
Cinde Warmington**

MEMBERS AT LARGE

Elizabeth "Bette" Baker

Lori Boelig

Jack Elzroth

Trudy Fletcher

Jim Hundrieser

Miller Lovett

Edward McFarland

Rae Mello-Andrews

Liz Merry

Carol Pierce

Jennifer Sereni

Matthew Soza

Peter Stewart

Jannine Sutcliffe

Kelley White, MD

HONORARY BOARD MEMBER

Esther Peters

State of New Hampshire

Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April, A.D. 2013

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

William M. Gardner
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire nonprofit corporation formed July 14, 1969. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of April A.D. 2013

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

William M. Gardner
Secretary of State

FY 2014 BUDGET

	Total Agency	Total Administration	Total Programs	Children & Adolescents	Intake	Emergency Services/ Assessment	Non-Eligibles
400 PROG. SERV. FEES							
401 Net client fees	197,998	0	197,998	11,205	12,779	27,930	46,937
402 HMO's	0	0	0	0	0	0	0
403 BC/BS	247,589	0	247,589	35,304	42,147	32,589	102,053
404 Medicaid	6,414,855	0	6,414,855	3,034,395	101,434	123,328	73,863
405 Medicare	219,304	0	219,304	0	12,187	0	38,563
406 Other insurance	190,432	0	190,432	32,673	39,276	43,694	50,426
411 Other program fees	0	0	0	0	0	0	0
SUBTOTAL	7,270,178	0	7,270,178	3,113,577	207,823	227,541	311,862
420 PROG. SALES							
421 Production	0	0	0	0	0	0	0
422 Service	742,341	0	742,341	0	0	0	1,700
430 PUBLIC SUPPORT							
431 United Way	789	789	0	0	0	0	0
432 Local/County Government	153,630	0	153,630	0	0	97,120	56,510
433 Donations/Contributions	45,858	45,858	0	0	0	0	0
434 Bur. Developmental Services	0	0	0	0	0	0	0
435 Other public support	172,303	22,500	149,803	49,762	1,809	10,928	7,235
436 Div. Voc. Rehab.	0	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0
438 Div for Children, Youth & Families	1,770	0	1,770	1,770	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
440 FEDERAL FUNDING							
441 Block Grants	0	0	0	0	0	0	0
442	0	0	0	0	0	0	0
443	0	0	0	0	0	0	0
444 HUD	133,865	0	133,865	0	0	0	0
445 Other Federal Grants	241,167	0	241,167	40,184	137	752	546
446 PATH	0	0	0	0	0	0	0
447	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
450 OTHER REVENUE							
451 Rental Income	71,010	0	71,010	0	0	0	0
452 Interest Income	23,448	23,448	0	0	0	0	0
453 In-Kind Donations	0	0	0	0	0	0	0
454 All Other Revenue	56,380	562	55,818	2,298	99	543	394
480 BBH							
481 Bur. of Behavioral Health	264,117	0	264,117	0	0	109,117	0
482 Other BBH	0	0	0	0	0	0	0
483	0	0	0	0	0	0	0
484	0	0	0	0	0	0	0
SUBTOTAL	9,176,856	93,157	9,083,699	3,207,591	209,868	446,001	378,247
500 General Management Allocation	0	(93,157)	93,157	32,894	2,152	4,574	3,879
TOTAL PROGRAM REVENUES	9,176,856	0	9,176,856	3,240,485	212,020	450,575	382,126

FY 2014 BUDGET

400	PROG. SERV. FEES	Multi-Service Team 113	ACT Team 114	Supportive Living 123	Other Non-BBH 199
401	Net client fees	58,914	40,233	0	0
402	HMO's	0	0	0	0
403	BC/BS	35,496	0	0	0
404	Medicaid	2,743,675	338,140	0	0
405	Medicare	168,554	0	0	0
406	Other insurance	24,363	0	0	0
411	Other program fees	0	0	0	0
	SUBTOTAL	3,031,002	378,373	0	0
420	PROG. SALES				
421	Production	0	0	0	0
422	Service	0	0	0	740,641
430	PUBLIC SUPPORT				
431	United Way	0	0	0	0
432	Local/County Government	0	0	0	0
433	Donations/Contributions	0	0	0	0
434	Bur. Developmental Services	0	0	0	0
435	Other public support	73,179	6,890	0	0
436	Div. Voc. Rehab.	0	0	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0
438	Div. for Children, Youth & Families	0	0	0	0
439	State Emergency Shelter Grant	0	0	0	0
440	FEDERAL FUNDING				
441	Block Grants	0	0	0	0
442		0	0	0	0
443		0	0	0	0
444	HUD	0	0	133,865	0
445	Other Federal Grants	199,028	520	0	0
446	PATH	0	0	0	0
447		0	0	0	0
448	MHSIP	0	0	0	0
450	OTHER REVENUE				
451	Rental Income	0	0	71,010	0
452	Interest Income	0	0	0	0
453	In-Kind Donations	0	0	0	0
454	All Other Revenue	52,109	375	0	0
480	BBH				
481	Bur. of Behavioral Health	5,000	150,000	0	0
482	Other BBH	0	0	0	0
483		0	0	0	0
484		0	0	0	0
	SUBTOTAL	3,360,318	536,158	204,875	740,641
500	General Management Allocation	34,462	5,499	2,101	7,596
	TOTAL PROGRAM REVENUES	3,394,780	541,657	206,976	748,237

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Intake 103	Emergency Services/ Assessment 104	Non-Eligibles 112
600 PERSONNEL COSTS							
601 Salary & Wages	5,990,659	546,332	5,444,327	1,532,783	120,142	387,277	321,857
602 Employee Benefits	1,198,764	111,948	1,086,816	311,556	23,455	79,519	49,334
603 Payroll Taxes	420,851	38,381	382,470	107,680	8,440	27,206	22,611
SUBTOTAL	7,610,274	696,661	6,913,613	1,952,019	152,037	494,002	393,802
610 Client Wages	0	0	0	0	0	0	0
620 PROFESSIONAL FEES							
621 Substitute Staff	66,771	0	66,771	16,997	0	0	0
622 Client Evaluations/Services	2,336	0	2,336	2,336	0	0	0
624 Accounting	0	0	0	0	0	0	0
625 Audit Fees	33,920	33,920	0	0	0	0	0
626 Legal Fees	18,001	1,379	16,622	5,110	368	1,199	875
627 Other Prof. Fees/Consultations	15,826	2,000	13,826	3,820	164	903	656
630 STAFF DEV & TRAINING							
631 Journals & Publications	3,961	198	3,763	1,198	51	283	205
632 In-Service Training	5,999	300	5,699	1,814	78	429	311
633 Conferences & Conventions	20,325	1,883	18,442	5,184	20	5,760	82
634 Other Staff Development	13,063	1,306	11,757	3,266	0	3,919	0
640 OCCUPANCY COSTS							
641 Rent	88,162	2,376	85,786	33,507	1,346	2,098	4,427
642 Mortgage (Interest)	22,619	2,181	20,438	5,898	496	1,807	1,105
643 Heating Costs	29,281	701	28,580	2,869	201	811	522
644 Other Utilities	71,054	4,183	66,871	15,382	1,113	3,633	2,638
645 Maintenance & Repairs	68,698	5,330	63,368	16,374	1,290	4,496	2,950
646 Taxes	0	0	0	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0	0	0
650 CONSUMABLE SUPPLIES							
651 Office	36,250	1,844	34,406	11,057	672	2,452	1,861
652 Building/Household	18,272	60	18,212	4,771	209	1,024	795
653 Educational/Training	0	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0
655 Food	0	0	0	0	0	0	0
656 Medical	234	0	234	75	3	18	13
657 Other Consumable Supplies	121,859	1,643	120,216	38,277	1,641	9,039	6,564
SUBTOTAL PAGE	8,246,905	755,965	7,490,940	2,119,954	159,689	531,873	416,806

FY 2014 BUDGET

	Multi-Service Team 113	ACT Team 114	Supportive Living 123	Other Non-BBH 199
600 PERSONNEL COSTS				
601 Salary & Wages	2,306,787	342,500	27,721	405,260
602 Employee Benefits	467,247	70,293	5,680	79,732
603 Payroll Taxes	162,055	24,061	1,947	28,470
SUBTOTAL	2,936,089	436,854	35,348	513,462
610 Client Wages	0	0	0	0
620 PROFESSIONAL FEES				
621 Substitute Staff	49,774	0	0	0
622 Client Evaluations/Services	0	0	0	0
624 Accounting	0	0	0	0
625 Audit Fees	0	0	0	0
626 Legal Fees	7,872	828	98	272
627 Other Prof. Fees/Consultations	5,834	624	0	1,825
630 STAFF DEV & TRAINING				
631 Journals & Publications	1,830	196	0	0
632 In-Service Training	2,771	296	0	0
633 Conferences & Conventions	3,553	78	0	3,765
634 Other Staff Development	1,959	0	0	2,613
640 OCCUPANCY COSTS				
641 Rent	43,806	602	0	0
642 Mortgage (Interest)	9,822	1,310	0	0
643 Heating Costs	4,642	580	18,955	0
644 Other Utilities	23,675	2,513	17,917	0
645 Maintenance & Repairs	26,345	3,201	8,712	0
646 Taxes	0	0	0	0
647 Other Occupancy Costs	0	0	0	0
650 CONSUMABLE SUPPLIES				
651 Office	16,691	1,673	0	0
652 Building/Household	7,109	693	3,611	0
653 Educational/Training	0	0	0	0
654 Production & Sales	0	0	0	0
655 Food	0	0	0	0
656 Medical	113	12	0	0
657 Other Consumable Supplies	58,444	6,251	0	0
SUBTOTAL PAGE	3,200,329	455,711	84,641	521,937

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Intake 103	Emergency Services/ Assessment 104	Non-Eligibles 112
Total Carried Forward	8,246,905	755,965	7,490,940	2,119,954	159,689	531,873	416,806
700 Advertising	32,953	4,889	28,064	8,553	367	2,020	1,467
710 Printing	1,486	1,486	0	0	0	0	0
720 Telephone/Communication	245,101	16,112	228,989	70,824	4,236	22,709	11,518
730 Postage/Shipping	22,613	1,346	21,267	7,623	316	1,099	1,148
740 TRANSPORTATION							
741 Board Members	0	0	0	0	0	0	0
742 Staff	173,425	1,452	171,973	60,392	67	1,886	970
743 Clients	26,425	0	26,425	0	0	0	0
744 Delivery Products	0	0	0	0	0	0	0
750 ASSIST. TO INDIVIDUALS							
751 Client Services	69,321	0	69,321	25,265	0	0	0
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	24,651	8,555	16,096	4,085	383	639	760
762 Vehicles	2,231	78	2,153	340	14	75	57
763 Comprehensive, Property & Liability	18,466	1,230	17,236	3,781	164	1,009	675
800 OTHER EXPENDITURES							
801 Interest Expense (other than Mortgage Interest)	5,266	4,720	546	174	7	41	30
802 In-Kind Expense	0	0	0	0	0	0	0
803 Depreciation, Equipment	129,474	7,715	121,759	34,062	2,257	7,932	5,823
804 Depreciation, Building	86,981	4,638	82,343	14,898	1,124	3,890	2,639
805 Equipment Rental	10,849	569	10,280	3,399	205	677	554
806 Equipment Maintenance	22,255	1,641	20,614	6,515	359	1,549	1,119
807 Membership Dues	21,646	890	20,756	0	0	0	0
810 Other Expenditures	36,808	24,141	12,667	3,972	273	930	679
TOTAL EXPENSES	9,176,856	835,427	8,341,429	2,363,837	169,461	576,359	444,245
900 Administrative Allocation	0	(835,427)	835,427	236,745	16,975	57,719	44,493
TOTAL PROGRAM EXPENSES	9,176,856	0	9,176,856	2,600,582	186,436	634,078	488,738
SURPLUS/(DEFICIT)	0	0	0	639,903	25,584	(183,503)	(106,612)
Total Revenue - Total Expense (line 49 - 115)							

FY 2014 BUDGET

	Multi-Service Team 113	ACT Team 114	Supportive Living 123	Other Non-BBH 199
Total Carried Forward	3,200,329	455,711	84,641	521,937
700 Advertising	13,060	2,597	0	0
710 Printing	0	0	0	0
720 Telephone/Communication	107,024	8,932	1,406	2,340
730 Postage/Shipping	10,424	657	0	0
740 TRANSPORTATION				
741 Board Members	0	0	0	0
742 Staff	93,526	14,088	0	1,044
743 Clients	26,425	0	0	0
744 Delivery Products	0	0	0	0
750 ASSIST.TO INDIVIDUALS				
751 Client Services	44,056	0	0	0
752 Clothing	0	0	0	0
760 INSURANCE				
761 Malpractice & Bonding	5,423	1,688	0	3,118
762 Vehicles	1,340	51	276	0
763 Comprehensive, Property & Liability	5,974	715	4,918	0
800 OTHER EXPENDITURES				
801 Interest Expense (other than Mortgage Interest)	266	28	0	0
802 In-Kind Expense	0	0	0	0
803 Depreciation, Equipment	80,249	5,495	5,911	0
804 Depreciation, Building	23,392	2,745	33,655	0
805 Equipment Rental	4,996	449	0	0
806 Equipment Maintenance	9,999	1,073	0	0
807 Membership Dues	0	0	0	20,756
810 Other Expenditures	6,104	642	67	0
TOTAL EXPENSES	3,612,587	494,871	130,874	549,195
900 Administrative Allocation	361,815	49,566	13,110	55,004
TOTAL PROGRAM EXPENSES	3,974,402	544,437	143,984	604,199
SURPLUS/(DEFICIT)				
Total Revenue - Total Expense (line 49 - 115)	(579,622)	(2,780)	62,992	144,038

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

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

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

PRODUCER USI Insurance Svcs of NE, Inc. PO Box 6360 Manchester, NH 03108-6360 603 625-1100	CONTACT NAME: PHONE (A/C, No, Ext): 603 625-1100 FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED Lakes Region Mental Health Center, Inc. dba Genesis Behavioral Health 111 Church Street Laconia, NH 03246	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Ace American Insurance Company</td><td>22667</td></tr> <tr> <td>INSURER B:</td><td>AIM Mutual Insurance Company</td><td>33758</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Ace American Insurance Company	22667	INSURER B:	AIM Mutual Insurance Company	33758	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		SVRD37803601002	06/26/2012	06/26/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		CALH08618574	06/26/2012	06/26/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$10000		XOOG2551654002	06/26/2012	06/26/2013	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ECC4000245012013	05/28/2013	05/28/2014	☒ WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional		OGLG2551662A	06/26/2012	06/26/2013	\$5,000,000 Ea. occur. \$7,000,000 Aggregate

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

This certificate covers all operations usual and customary to the Insured's business.

CERTIFICATE HOLDER

CANCELLATION

Bureau of Behavioral Health Attn: Sandy Lawrence Contract Management 105 Pleasant St, Main Bld, Rm 214S Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>E. Gould</i>

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GENES-2

OP ID: BP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2013

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

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

PRODUCER Melcher & Prescott-Laconia 426 Main Street Laconia, NH 03246		Phone: 603-524-4535 Fax: 603-528-4442		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:		
INSURED Lakes Region Mental Health Center Inc, Mid State Mental Health Foundation Inc & Lakes Region Mental Health Found Inc 111 Church Street Laconia, NH 03246		INSURER(S) AFFORDING COVERAGE				NAIC #
		INSURER A : Cincinnati Insurance Company				10677
		INSURER B :				
		INSURER C :				
		INSURER D :				
		INSURER E :				
INSURER F :						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	D&O Liability			BCP-0002232	07/01/2011	07/01/2014	Aggregate 3,000,000
A	Employ Prac Liab			BCP-0002232	07/01/2011	07/01/2014	Aggregate 3,000,000

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

CERTIFICATE HOLDER

STATE-2

State of New Hampshire
Dept of Health & Human Svcs
105 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Budget Form

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

Lakes Region Mental Health Center,
Bidder/Program Name: Inc dba Genesis Behavioral Health

Budget Request for: Community Mental Health Services
(Name of RFP)

Budget Period: July 1, 2013 - June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 5,444,327.00	\$ 546,332.00	\$ 5,990,659.00	BBH RFP instructions
2. Employee Benefits	\$ 1,469,286.00	\$ 150,329.00	\$ 1,619,615.00	% of salary & wages
3. Consultants	\$ 13,826.00	\$ 2,000.00	\$ 15,826.00	Direct costs
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 10,280.00	\$ 569.00	\$ 10,849.00	Direct costs
Repair and Maintenance	\$ 20,614.00	\$ 1,641.00	\$ 22,255.00	Direct costs
Purchase/Depreciation	\$ 121,759.00	\$ 7,715.00	\$ 129,474.00	Sq. ft. or time spend by program
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 234.00	\$ -	\$ 234.00	Direct costs
Office	\$ 52,618.00	\$ 1,904.00	\$ 54,522.00	FTE's
6. Travel	\$ 198,398.00	\$ 1,452.00	\$ 199,850.00	Direct costs
7. Occupancy	\$ 347,386.00	\$ 19,409.00	\$ 366,795.00	FTE's different staff occupy same space
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 228,989.00	\$ 16,112.00	\$ 245,101.00	FTE's
Postage	\$ 21,267.00	\$ 1,346.00	\$ 22,613.00	FTE's
Subscriptions	\$ 3,763.00	\$ 198.00	\$ 3,961.00	Direct costs
Audit and Legal	\$ 16,622.00	\$ 35,299.00	\$ 51,921.00	Discrete costs to program
Insurance	\$ 35,485.00	\$ 9,863.00	\$ 45,348.00	Discrete costs to program
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 120,216.00	\$ 1,643.00	\$ 121,859.00	Direct costs
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 35,898.00	\$ 3,489.00	\$ 39,387.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Substitute staff	\$ 66,771.00	\$ -	\$ 66,771.00	Direct costs
Advertising & Printing	\$ 28,064.00	\$ 6,375.00	\$ 34,439.00	Discrete costs to program
Client evaluations & assistance	\$ 71,657.00	\$ -	\$ 71,657.00	Direct costs
Memberships	\$ 20,756.00	\$ 890.00	\$ 21,646.00	Discrete costs to program
Non mortgage interest	\$ 546.00	\$ 4,720.00	\$ 5,266.00	Discrete costs to program
Other expenditures	\$ 12,667.00	\$ 24,141.00	\$ 36,808.00	
TOTAL	\$ 8,341,429.00	\$ 835,427.00	\$ 9,176,856.00	

Indirect As A Percent of Direct

10.0%

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

Communities Served:

Alexandria
Alton
Ashland
Barnstead
Belmont
Bridgewater
Bristol
Campton
Center Harbor
Ellsworth
Gilford
Gilmanton
Groton
Hebron
Holderness
Laconia
Meredith
New Hampton
Plymouth
Rumney
Sanbornton
Thornton
Tilton
Wentworth

Community Mental Health Center

Establishment Dates

Region I

Northern Human Services
87 Washington Street
Conway NH 03818
03-03-71

Region II

West Central Services, Inc.
DBA West Central Behavioral Health
2 Whipple Place, Suite 202
Lebanon NH 03766
06-06-85
02-05-01
trade name

Region III

The Lakes Region Mental Health Center, Inc.
DBA GENESIS – Behavioral Health
111 Church Street
Laconia NH 03246
07-14-69
5-26-00
trade name

Region IV

Riverbend Community Mental Health, Inc.
5 Market Lane, PO Box 2032
Concord NH 03302-2032
03-25-66

Region V

Monadnock Family Services
64 Main Street, Suite 301
Keene NH 03431
03-05-24

Region VI

Community Council of Nashua, NH
DBA Greater Nashua Mental Health Center at
Community Council.
7 Prospect Street
Nashua NH 03060-3990
12-24-23
10-21-08
trade name

Harbor Homes, Inc.
45 High Street
Nashua NH 03060
02-15-80

Region VII

The Mental Health Center of Greater Manchester
401 Cypress Street
Manchester NH 03103-3628
10-17-60

Region VIII

Seacoast Mental Health Center, Inc.
1145 Sagamore Avenue
Portsmouth NH 03801
01-21-63

Region IX

Behavioral Health and Developmental Services
of Strafford County, Inc.
DBA Community Partners of Strafford County
Forum Court, 113 Crosby Road, Suite 1
Dover NH 03820
09-24-82
10-27-03
trade name

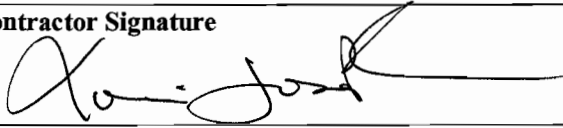
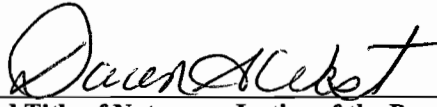
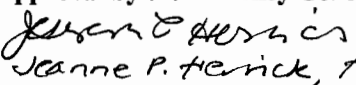
Region X

Mental Health Center for Southern NH
CLM Center for Life Management
44 Stiles Road
Salem NH 03079
05-06-81
10-27-99
non-profit

Subject: To Provide Mental Health Services and PATH Services.**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH DHHS-Division of Community Based Services Bureau of Behavioral Health		1.2 State Agency Address 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name Riverbend Community Mental Health, Inc.		1.4 Contractor Address 3 North State Street PO Box 2032 Concord, NH 03302-2032	
1.5 Contractor Phone Number 603-226-7505	1.6 Account Number Various State Accounts. See List in Exhibit B.	1.7 Completion Date 06-30-2014	1.8 Price Limitation \$744,544
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Louis Josephson, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>5/8/2013</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] 		DAWN A. WEST, Notary Public My Commission Expires August 19, 2014	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Dawn A West</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs	
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) By:  Jeanne P. Herick, Attorney		On: <u>27 May 2013</u>	
1.18 Approval by the Governor and Executive Council By: _____		On: _____	


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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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

CERTIFICATE OF VOTE

I, Mary Lee Carley, do hereby certify that:

1. I am the duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 28, 2013.

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

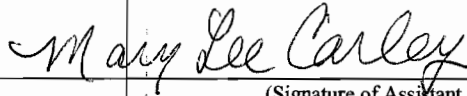
To Provide: Mental Health Services, and
Projects for Assistance in Transition from Homelessness (PATH) Services.

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 8, 2013.

4. Louis Josephson/Allan Moses is duly elected President/Treasurer of the Corporation.

(Seal)
(Corporation)



(Signature of Assistant Secretary)

State of New Hampshire

County of Merrimack

The foregoing instrument was acknowledged before me this 8th day of May 2013

by Mary Lee Carley.



Name: Susan Cummings

Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: _____

SUSAN J. CUMMINGS
Notary Public - New Hampshire
My Commission Expires August 13, 2013

EXHIBIT A

SCOPE OF WORK

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.

The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. BEHAVIORAL HEALTH SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- C. The Contractor shall provide services in accordance with the service projections set forth on the statistical pages immediately following Exhibit A. These service projections are based upon the needs of its consumers, taking into account the Contractor's caseload, available staffing and other resources, including the State funds that the Contractor expects to receive for the services to be performed under this Agreement.
- D. For all consumers eligible under He-M 401 that the Contractor has case management responsibilities for, the Contractor agrees to assure that applications for all appropriate sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Public Housing, and Section 8 subsidies are filed in a timely fashion.
- E. The Contractor agrees to make Illness Management and Recovery (IMR) services and evidence-based Supported Employment (SE) services available to eligible consumers. The Contractor may also offer complementary employment programs in conjunction with the evidence-based Supported Employment program.

II. TRANSITION TO MANAGED CARE

- A. All Medicaid billings for services provided to consumers who are enrolled members of a Managed Care Organization (MCO), shall be submitted to the MCO upon the Effective Date of Coverage with the MCO.
- B. The role of community mental health program 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 community mental health program 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.
- C. 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 years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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- D. In the event that the Medicaid program in New Hampshire is transitioned, in whole or in part, during the period in which this Contract is in effect such that some of all of the services required to be provided by the Contractor are provided to consumers who are then enrolled as members of an MCO, the Contractor and BBH agree, upon the request of either party, to meet and discuss in good faith whether there are any provisions of the Contract which reasonably ought to be deleted or amended in order to accommodate the new service and reimbursement environment in which the parties may find themselves.

III. PROVISION OF QUALITY SERVICES

- A. The Contractor agrees that it will 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 BBH within timeframes reasonably specified by BBH in order to ensure the efficient and effective administration of the Medicaid program.
- B. As part of the effort to ensure quality services, BBH conducts annual reviews to ascertain that eligibility has been properly determined in accordance with He-M 401, "Eligibility Determination and Individual Service Planning." In the event that the annual review finds that 75% of the records examined are in compliance with the eligibility requirements of He-M 401, BBH shall refrain from conducting a review of eligibility determinations in the next year. Eligibility reviews will be conducted in the subsequent year. BBH will conduct such other quality assurance reviews, as it deems necessary and appropriate.
- C. The Contractor agrees to submit to BBH data needed by BBH to comply with federal reporting requirements within timeframes reasonably specified by BBH.
- D. In regard to the data required for the Phoenix system:
1. Monthly data shall be in the .csv format and shall be submitted on the 15th of each month unless otherwise agreed to by BBH.
 2. Errors in data returned by BBH to the Contractor shall be corrected and returned to BBH.
 3. Data shall be current and updated as required for federal reporting.
 4. For the purpose of data submitted for the Phoenix data system, the contractor agrees for the following fields that the error rate (invalid codes, Unknowns, nulls) shall not exceed 20% of the total records. An error rate in excess of 20% shall not constitute an event of default. In the event of an error rate of greater than 20%, the contractor shall submit a correction plan to show how improvements will be made to the fields listed below.
 - a. Race
 - b. Ethnicity
 - c. Employment status
 - d. Living status
 - e. Criminal justice data
 - f. School attendance data
- E. In order to achieve positive consumer outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services, and who are responsible for completing the eligibility determination process as specified in He-M 401, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a children's clinician, and the Adult Needs and Strengths Assessment (ANSA) if they are an adult clinician.
1. Clinicians shall be certified in the use of the New Hampshire version of the CANS and the ANSA within 120-days of implementation by the DHHS of a web-based training and certification system.
 - a. The CANS and the ANSA assessment shall be completed by the community mental health clinician no later than the first annual review for the consumer following clinician certification.
 - b. The community mental health eligibility determination tool, as specified in He-M 401, and in effect on July 1, 2012, shall continue to be utilized by the clinician until such time as the Department of Health and Human Services implements web-based access to the

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CANS and the ANSA, the clinician is certified in the use of the CANS and the ANSA, and the annual review date has passed.

2. The CANS and the ANSA assessment shall be completed at least every three (3) months to document progress towards goals and objectives and any continued need for community mental health services.
 - a. Completion of the CANS or ANSA assessment shall fulfill the quarterly review requirements as defined in He-M 408 and He-M 401.
 - b. The CANS and the ANSA shall be utilized to develop an individualized, person-centered treatment plan, with measurable outcomes to inform future modifications to the individualized service plan.
- F. The percentage of Individualized Recovery and Resiliency Services (IROS) Medicaid billings, as specified in He-M 426, to all other community mental health services Medicaid billings shall, at a minimum, be maintained at their current regional levels. IROS services include the following: Individual and Group Functional Support Services (FSS), Illness Management and Recovery (IMR), and Evidence Based Supported Employment (EBSE). The Contractor, however, shall not be in breach of this provision if its failure to maintain the ratio of billings at the current level is due to the MCO taking a rate or utilization action which materially impairs the Contractor's ability to do so.
- G. In order to measure Consumer and Family Satisfaction, BBH shall contract with a private vendor during fiscal year 2014 to assist the Contractor and BBH with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction.
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor.
 3. The Contractor will support the efforts of BBH and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by BBH to explain the survey and otherwise support attempts by BBH to increase participation in the survey.
- H. 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. Children age 12 and older will be screened through administration of CRAFFT (Car, Relax, Alone, Forget, Friends, Trouble), and Adults will be screened through the administration of AUDIT (Alcohol Use Disorders Identification Test) and DAST (Drug Abuse Screening Test) instruments or other instrument(s) approved by BBH. The performance standard for fiscal year 2013 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual BBH Quality Assurance and Compliance Review.

IV. MAINTENANCE OF FISCAL INTEGRITY

- A. In order to enable BBH to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Balance Sheet and Profit and Loss Statements for the agency and all related parties that are under the Parent Corporation of the mental health provider organization. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
 1. Days of Cash on Hand:
 - a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period.
 - c. Performance Standard: The Contractor shall have enough cash and cash equivalents to

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cover expenditures for a minimum of fifteen (15) business days with no variance allowed.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

3. Medicaid Days in Accounts Receivable:

- a. Rationale: Medicaid is the primary payor for most CMHCs. The number of days it takes to collect this revenue has a major impact on the Contractor's ability to meet expenses.
- b. Definition: The number of days (on average) it takes the Contractor to collect Medicaid.
- c. Formula: Total Medicaid accounts receivable (including those due from Medicaid Managed Care Organizations) divided by net Medicaid charges divided by the number of days in the reporting period.
- d. Source of Data: The Contractor shall submit to BBH monthly, a breakdown of accounts receivables within their balance sheet, and net Medicaid charges on the profit & loss statement.
- e. Performance Standard: The Contractor shall maintain a standard maximum of forty (40) days with a 20% variance allowed.

4. Debt Service Coverage Ratio:

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

5. Net Assets to Total Assets:

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

B. In any budget submitted to BBH for purposes of contract approval, the Contractor agrees to limit administrative costs to 12% or less of the total program expenses.

C. For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement," "State Funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include all state general funds, including the State's share of Medicaid, provided to the Contractor, as well as all federal grant funds allocated by BBH to the provider, along with any prior years' state and/or federal funds deferred to the current year with BBH approval.

V. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

A. The community mental health program shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital to assist in the coordinated discharge planning for the consumer to

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either return to services in the community or offer services at the local community mental health program.

- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon receipt of notification of the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The community mental health program shall work with DHHS to review cases of consumers that New Hampshire Hospital, and/or the community mental health program has indicated will have difficulty returning back into the community, identify barriers to discharge, and develop an appropriate plan to transition back into the community.
- D. The community mental health program shall make a face-to-face appointment available to a consumer leaving New Hampshire Hospital who desires to reside in the region served by the community mental health program 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.

VI. COORDINATION WITH PRIMARY CARE PROVIDER

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

VII. REDUCTION OR SUSPENSION OF FUNDING

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

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VIII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph VII. above, prior to the elimination of or a significant reduction in a program which delivers services contracted by BBH (as reflected in the statistical pages immediately following Exhibit A), and paid for, in whole or in part, by State Funds, the Contractor shall provide BBH with at least thirty (30) days written notice with an explanation of the programmatic and financial impact. The Contractor and BBH 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. In the event that BBH is not in agreement with such elimination or reduction prior to the proposed effective date, BBH may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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) day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided. The Contractor shall not redirect Medicaid 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, BBH shall control the expenditure of the unspent Medicaid funds.

IX. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- A. The Contractor shall assist the Pre-Admission Screening and Resident Review (PASRR) Office of the NH Department of Health and Human Services in meeting the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the PASRR Office and with the appropriate authorization to release information, the Contractor shall provide the PASRR Office with 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. The Contractor may bill Medicaid, and the PASRR Office may approve payment, for activities related to the PASRR process.

X. EMERGENCY SERVICES

- A. The Contractor shall use Emergency Services funds to offset the cost of providing Emergency Services to individuals with no insurance.

XI. ASSERTIVE COMMUNITY TREATMENT (ACT) TEAM SUPPORT FUNDS

- A. **General Requirements:** General Funds in the amounts identified in Exhibit B are to be used for the design and sustaining of an Assertive Community Treatment team (ACT). This includes, but is not limited to, the recruitment, hiring, and training of staff, supervision, start-up costs for a new program such as office materials, and non-billable time spent by staff creating an environment to help the program succeed within the community. These funds may also be used to support ACT clients in their community to prevent hospitalization, incarceration, or homelessness.
- B. **7-Days Per Week Coverage:** Additional funding is being made available to the Contractor to increase the availability of one of the Contractor's Assertive Community Treatment team's coverage to 7-days per week. The Contractor will ensure weekend coverage is prioritized to meet the following deliverables for a minimum of 8 hours on Saturday and 8 hours on Sunday, with the specific hours to be determined by the Contractor:
1. Crisis intervention for individuals who may be in crisis and need a crisis evaluation and development of a disposition plan appropriate to the individual's needs by the ACT Team;

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2. Follow-up services in the community for individuals that the treatment team has determined need services provided over the weekend due to the clinical needs of the individual;
 3. Support and/or community based services for individuals who are being discharged from a hospital or other inpatient setting and returning to the community over the weekend.
- C. Contractors establishing a new ACT Team for FY14 shall utilize the additional funding to ensure the new ACT Team meets the criteria detailed above.
- D. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XII. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) SERVICES

- A. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

XIII. EMPLOYMENT DEVELOPMENT INITIATIVE (EDI)

- A. Funds will be used to offset lost productivity for CMHC staff to attend trainings in Supported Employment, an evidence-based practice designed to improve employment opportunities for people with mental illness. The goal will be to improve employment outcomes for clients of the agencies designated to receive these funds.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XIV. NH MEDICAID WELLNESS INCENTIVE PROGRAM (WIP)

- A. The Contractor is a project site in a 5-year grant awarded to the NH Bureau of Behavioral Health by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (WIP) "Healthy Choices, Healthy Changes".
- B. WIP is an intervention supporting exercise, improved nutrition, and smoking cessation, with mentoring and incentives to improve cardiac and metabolic health in clients of the NH Community Mental Health Center (CMHC) system.
- C. WIP will build upon and benefit from the existing infrastructure of the In SHAPE health promotion program established in 2004 for people with SMI at risk of cardiovascular disease.
- D. WIP will offer four (4) "Supported Weight Management" programs":
1. Gym Membership;
 2. In SHAPE (includes gym membership);
 3. Weight Watchers; and
 4. In SHAPE and Weight Watchers.
- E. WIP will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- F. WIP will offer three (3) "Supported Smoking Cessation" programs:
1. Prescriber Referral and Telephone Cognitive Behavior Therapy;
 2. Prescriber Referral and Facilitated Use of Quit line; and
 3. Prescriber Referral alone.

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- G. Incentives Counselors (ICs) will be employed by Dartmouth to:
 - 1. Promote access to the WIP program;
 - 2. Help participants make decisions about health behavior changes; and
 - 3. Encourage the use of incentives.
- H. The Contractor will establish an In SHAPE program, necessary for offering WIP. This includes:
 - 1. Negotiating partnerships with community fitness facilities (gyms and other facilities that promote fitness and health);
 - 2. Hiring Health Mentors (see number of FTE's in Exhibit B): certified fitness trainers who provide the In SHAPE program; and
 - 3. They will also participate in the hiring of an Incentives Counselor, who will be employed by the Dartmouth Center for Aging Research, but will administer the WIP program at the CMHC.
- I. The Contractor will provide space in the offices of the CMHC that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- J. The Contractor will devise and implement a plan to provide transportation assistance to WIP participants, as specified and funded in the grant.
- K. The Contractor will also identify a project site WIP Leader who will work with members of the WIP implementation and evaluation teams at the Bureau of Behavioral Health and Dartmouth to ensure that the project is progressing, as required by the grant.
- L. The CMHCs will partner with WIP project members at BBH and the Dartmouth Center for Aging Research to recruit and enroll a total of:
 - 1. 1,600 CMHC clients eligible for Medicaid in the weight management programs statewide;
 - 2. 2,000 CMHC clients eligible for Medicaid in the smoking education and cessation programs statewide.
- M. The Contractor will provide the information needed for required reporting to CMS, as requested by WIP project members at BBH and the Dartmouth Center for Aging Research.

XV. DATA INFRASTRUCTURE GRANT (DIG)

- A. BBH funding for any CMHC data infrastructure projects or activities is dependent upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. Agencies should seek approval from BBH before planning to use or committing any DIG or federal data infrastructure funds.
- C. Activities that may be funded:
 - 1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines, or
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime), or
 - c. Software and/or training purchased to improve Phoenix data collection, or
 - d. Staff training for collecting new data elements.
 - 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
 - 1. Progress Reports received by BBH according to prior agreement with agencies will:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings, and
 - c. Include progress to meet anticipated deadlines as specified.
 - 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from CMHC IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and

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- c. CMHC may request other payment schedule based on documented need.

XVI. BALANCING INCENTIVE PROGRAM (BIP)

- A. The Balancing Incentive Program (BIP) federal funds are available to enhance the capacity of the Community Mental Health Centers through trainings to serve adults with Severe Mental Illness (SMI) and children with Serious Emotional Disturbance (SED). The trainings supported by this agreement involve unique specialized service models and tools that will improve the core competencies of provider staff to utilize practices that are proven successful in improving outcomes for individuals served and keeping those in need of behavioral health long-term services and supports in their communities and out of institutions.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XVII. REFUGEE INTERPRETER SERVICES

- A. **General Requirements:** General funds shall be used to provide language interpreter services for non-English speaking refugees receiving community mental health services through the mental health center. This agency was chosen to receive these funds because it is located in one of the primary refugee resettlement areas in New Hampshire.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

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

A. General Requirements

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 Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
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 mental health agency for services. The provision of PATH outreach services may require a lengthy engagement process.
3. The Contractor shall provide an identified full time equivalency PATH worker to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Office of Homeless Housing and Transportation Services.
5. The Contractor will comply with all reporting requirements under the PATH Grant.

6. The PATH worker will 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 will 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.
7. As part of the PATH outreach process the PATH worker will 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.

B. Payment Method: The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

FY14 Region 4 Exhibit A (DCYF,ACT,ES,EDI,MIPCD,DIG,BIP,REFUGEE,PATH)

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FY14 SCOPE OF SERVICE REPORT

AGENCY: Riverbend Community Mental Health, Inc.

DATE PREPARED: April 25, 2013

PREPARED BY: RIVERBEND TEAM

Type	Cost Center Number	PROGRAM NAME	PHOENIX INPUT AGENCY NUMBER(S)	Location	CASELOAD/CAPACITY	SUBCONTRACTED YES / NO / PARTIALLY	START DATE	DATE OF SERVICE COMPLETION
CHILDREN/ADOLESCENTS	101	ChIP	40	105 Loudon Rd. Bldg. #3, Concord	1353	No		
EMERGENCY SERVICES/ASSESSMENT	104	Emergency Services/Intake	10	278 Pleasant St., Concord	2061	No		
RESTORATIVE PARTIAL HOSPITALIZATION	108	RPH	72	105 Loudon Rd., Bldg. #4, Concord	112	No		
SERVICES TO NON-ELIGIBLES	112	Riverbend Couns. Assoc. Concord Psy. Assoc. 5 West	70 75 85	278 Pleasant St., concord 278 Pleasant St., Concord 250 Pleasant St., Concord	4019			
MULTI-SERVICE TEAM	113	Community Support Program	79	40 Pleasant St., Concord	1287	No		
MULTI-SERVICE TEAM	213	Twin Rivers Couns.	27	53 Kendall St., Franklin	525	No		
MULTI-SERVICE TEAM	313	Interns	16	Various locations	104	No		
ACT TEAM	114	Fam. Intensive (FIT)	46	105 Loudon Rd., Bldg. #3, Concord	81	No		
ACT TEAM	214	ACT	81	3 No. State St., Concord	66	No		
COMMUNITY RESIDENCE	122	Twitchell House	63	111 Pleasant St., Concord	16	No		
COMMUNITY RESIDENCE	222	Fellowship House	78	11 Chesley St., Concord	14	Yes		
SUPPORTED LIVING	123	Community Placement Mill House 4-6 Fayette St.	19 91 19	Multiple locations Boscawen Concord	145 19 10	No No No		
SUPPORTED LIVING	223	Fellowship Apt.	78	Multiple locations	99	Yes		
OTHER MENTAL HEALTH	198	In Shape (HCHC)	80	105 Loudon Rd., Bldg. #4, Concord	50	No		
OTHER (NON-BBH)	199	Riverbend Mgmt. Services	03		0			
OTHER (NON-BBH)	299	Child Impact Program	61	105 Loudon Rd., Bldg. #3, Concord	500	No		
OTHER (NON-BBH)	399	In Shape (Traditional)	80	105 Loudon Rd., Bldg. #4, Concord	80	No		

Part IIA: Services to Adults in State Supported Programs Number of Clients Served

Riverbend Community Mental Health

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

(ALL numbers	100	102	103	104	106	107	108	109	110	111	112	113	114	*Unduplic
Cumulative YTD)	Maint	Older Adults	Intake	Emerg. Svc. Assessment	Brief / DRF	IPH	RPH	Voc	Case Mgt.	Social Club Peer/Supp.	Services to Non-Eligibles	Multi Service Team	ACT Team	ated Totals
1) Unduplicated number of SMI clients served in program				410			110		DO		80	1067	62	1004
2) Unduplicated number of SMI clients served in program				32			2		NO		24	120	4	132
3) Unduplicated number of low utilizer served in program									NO					
4) Unduplicated number of non eligible adult clients served in program				9					NO		5	56		58
5) TOTAL unduplicated number served in program YTD (add #'s 1-4)	0	0	0	1199	0	0	112	0	USE		3891	401		5214
*Total of Adults for all Agency services, including those who may receive only housing services in PART IIIA				1650	0	0	0	0			4000	1644	66	6408

Part IIB: Services to Adults in State Supported Programs Units/Days of Service

Riverbend Community Mental Health

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

NOTE: Brief/DRF: Report Clinical units in top and patient days in the bottom of block. **IPH and RPH:** Units top, Half day middle, Full days bottom.

	100	102	103	104 Emerg. Svcs.	106	107	108	109	110	111	112	113	114	
(ALL Numbers Cumulative YTD)	Maint	Older Adults	Intake	Assessme nt	Brief/DRF	IPH	RPH	Voc	Case Mgt.	Social Club Peer/Supp.	Services to Non- Eligibles	Multi- Service Team	ACT TEAM	Totals
1) Units of service to SPMI clients				2710	U	U	U		D		1020	210396	32652	U 246778
						H	H 735		O					H 735
					D	D	D 6243							D 6243
2) Units of service to SMI clients				136	U	U	U		N		270	14152	172	U 14730
						H	H							H 0
					D	D	D 90							D 90
3) Units of service to low utilizer clients				43	U	U	U		O		282	1961		U 2286
						H	H		t					H 0
					D	D	D							D 0
4) Units of service to non eligible adult clients				5069	U	U	U		U		76216	5801		U 87086
						H	H							H 0
					D	D	D							D 0
5) TOTAL units of service (add #'s 1-4)	0	0	0	7958	U	U	U	0	S	0	77788	232310	32824	U 350880
						H	H 735		e					H 735
					D	D	D 6333							D 6333
6) Average daily census in program														

Part IIC: Services to Children in State Supported Programs Number of Children Served

Riverbend Community Mental Health

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

(ALL numbers	100	101	103	104 Emerg. Svcs.	106 Assessme nt DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non- Eligibles	113 Multi Service Team	114	*Unduplic ated Totals
Cumulative YTD)	Maint	Children	Intake		Brief /									
1) Unduplicated number of children SED		606		55					Do					706
2) Unduplicated number of children SED Interagency		637		117					No					805
3) Unduplicated number of non eligible children		110		239					t					
4) TOTAL unduplicated number served in program YTD (add #'s 1-3)		1353		411					Use					244
*Total of Children for all Agency services, including those who may receive only housing services in PART IIIA	0	1353	0	411	0	0	0	0	0	0	19	272	81	1755

Part IID: Services to **Children** in State Supported Programs Units/Days of Service

Riverbend Community Mental Health

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

(All Numbers Cumulative YTD)	100	101	103	104 Emerg. Svcs.	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non- Eligibles	113 Multi Service Team	114 ACT Team	Totals
1) Units of service to children SED		57877		212 U	U	U	U		Do		96	14088	1455	U 73728 H 0 D 0
2) Units of service to children SED interagency		163668		459 U	U	U	U		No		144	31704	7407	U 203382 H 0 D 0
3) Units of service to Non-Eligible Children		2222		1049 U	U	U	U		t		196	120		U 3587 H 0 D 0
4) TOTAL services (add #'s 1-3)	0	223767	0	1720 U	U	U	U	0	U	0	436	45912	8862	U 286697 H 0 D 0
5) Average daily census in program									S					
									e					

**NOTE: Brief / DRF: Report Clinical units in top and patient days in the bottom of block.
IPH and RPH: Units top, Half day middle, Full days bottom. For all other cost centers
report units only in the Top Block.**

Part IIE: Specialized Units of Services to Adults and Children

Riverbend Community Mental Health

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

ADULTS

CHILDREN

(ALL Numbers Cumulative YTD)

(ALL Numbers Cumulative YTD)

1) Units of service to SPMI

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
131,569	8,007	24,021	144,320

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
51,689	2,659	5,318	34,581

2) Units of service to SMI

9,131	1,092	3,278	19,680

130,150	2,998	5,996	38,995

3) Units of service to Low Utilizer

412	57	171	1,601

799	7	14	126

4) Units of service to Non-Eligible

11,892

NOTE: Case Management Direct is face-to face or telephone communication with the eligible client and/or guardian. Case Management Indirect is all other Targeted Case Management billable activity.

Lines 1-4: Units of service to Adult SPMI (Line 1), SMI (Line 2), Low Utilizers (Line 3), Non-Eligible (Line 4). Lines 5-7: Units of service to Children SED (Line 5), SED I/A (Line 6), Other (Line 7).

NOTE: To define Medicaid units, use Medicaid billable units in fifteen (15) minute increments. With regard to event-based billing, provide the actual number of fifteen (15) minute units rendered and documented in the record. For example, a comprehensive med check is an event based code, but may take thirty (30) minutes [two (2) units] of time. We would expect you to report two (2) units, not one (1) event. With regard to per diem FSS, we would expect you to report total direct care FSS units delivered by residential staff, rather than one (1) per diem event.

PART IIIA: Program Information - Clients Served

Riverbend Community Mental Health

Name of Agency

FY2014 4th Quarter
Reporting Period (year/quarter)

Community Residence
(by location)

	116	118	122	222	322	422	C.R. Total	Supportive Living	Supportive Living	Independent Housing	Total for All Housing
	Crisis/Respite	APRTP	#1	#2	#3	#4					
Number served YTD			16	14			30	145	97		282
1) SPMI							0	14	2		18
2) SMI							0	2			2
3) Low Utilizer							0				
4) Non Eligible Adults							0				
5) Children SED							0				
6) Children SED Interagency							0		1		1
7) Non-Eligible Children							0				
8) Total Unduplicated numbers served YTD (Please enter your unduplicate totals)			16	14				174	99		303
9) Number of Clients/ beginning of quarter							0				
10) Number of Admissions/ current quarter							0				
11) Number discharged/ current quarter							0				
12) Number of clients in residence at end of current quarter							0				

PART IIIB: Program Information: Potential/Total Client Days

Riverbend Community Mental Health

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

Community Residence (by location)

	116 Crisis/ Respite	118 APRTP	122 #1	222 #2	322 #3	422 #4	C.R. Total	123 Supportive Living	223 Supportive Living	124 Independent Housing	Total
1) Number of locations			1	1			2	56	6		64
2) Number of beds available			15	12			27	135	53		215
3) Potential Client Days YTD											
Client Days YTD											
4) SPMI	D		5,475	4,380			9,855	D 49,275	19,345	D	78,475
5) SMI	U										
	D		4,928	4,117			9,045	D 19,970	5,728	U	39,728
6) Low Utilizer	U							U 34,000	19,447	D	48,462
7) Non Eligible Adults	D							D 720	373	U	1,093
	U							D 185	285	D	470
8) Children-SED	U							U 30		U	30
	D							D 10		D	10
9) Children SED Interagency	U							U		U	0
	D							D		D	0
10) Non -Eligible Children	U							U		U	0
	D							D		D	0
11) Total Days/Units YTD (add #s 4-10)	U 0	U 0	4,928	4,117	0	0	9,045	U 34,750	6,126	U	40,876
	D 0	D 0	0	0	0	0	0	D 20,165	19,742	D	48,952

(FSS Units on top, client days on bottom for Crisis/Respite & APRTP. Supportive Living & Independent Housing report Units only as we will be able to determine days from Phoenix. For Community Residence report day only)

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A. Of the Price Limit in Block 1.8. of the General Provisions, the funds for services shall be governed by the provisions of Exhibits A, B, C, D, E, F, G, H, I and J. In no event shall the total of initial and monthly payments exceed the maximum Price Limitation in Block 1.8. of the General Provisions of this Agreement. Upon written notice to the Contractor, BBH may reduce State funds allocated under this Agreement as necessary for BBH to meet its obligations reflected in the final FY14 budget appropriation for BBH by the New Hampshire General Court.

2. The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s).

3. For the purpose of billing, a Unit of Service is a period of time during which services are rendered. Where units refer to a specific length of time, units are reimbursed in whole units and time of services is rounded to the nearest whole unit. Unless otherwise stated in rules, fifteen-minute units are reimbursed as follows:

DIRECT SERVICE TIME	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

4. A Day of Service shall mean a 24-hour period for a resident either in a Designated Receiving Facility or Housing Services.

5. A minimum of eight (8) units of service shall be provided to each consumer per half day of program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization and a minimum of twelve (12) units of service shall be provided to each consumer per program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization.

6. All reports required pursuant to this Agreement are due to BBH within timeframes specified by BBH. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period.

7. The following Program funds shall only be expended by the Contractor as directed by the BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Homeless and Housing Federal Grant	\$ 36,250
Division for Children Youth and Families Consultation	1,770
Refugee Interpreter Services	5,000
Emergency Services	7,708
Medicaid Incentive for the Prevention of Chronic Disease	104,729
Assertive Community Treatment Team	477,587
Balancing Incentive Program	100,000
Data Infrastructure Grant	10,000
Employment Development Initiative	1,500
Total	\$744,544

8. The amount of funding listed in the table above for Emergency Services reimbursement is provisional. In the event that Medicaid Expansion occurs in New Hampshire under the Affordable Care Act, BBH may reduce this amount proportion-

Contractor Initials: 
Date: 5/8/13

ately. In the event that BBH proposes to do so, the Contractor shall be notified by BBH no less than thirty (30) days in advance of any proposed reduction and given an opportunity to discuss the magnitude and/or the timing thereof.

9. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

10. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH may make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. Monthly payments shall be adjusted for expenditures set forth in Paragraph 8. above and amounts paid to initiate services.

11. BBH 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.

12. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.

13. This Agreement is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$492,065

Federal Funds: \$252,479

CFDA #: 93.150
Federal Agency: U.S. Department of Health and Human Services
Program Title: Projects for Assistance in Transition from Homelessness (PATH) P.L. 101-645
Amount: \$36,250.

CFDA #: 93.243
Federal Agency: U.S. Department of Health and Human Services
Program Title: Special Initiative for State Mental Health Authorities to Address the Impact of the Economic Downturn through Employment Development (EDI)
Amount: \$1,500

CFDA #: 93.243
Federal Agency: U.S. Department of Health and Human Services
Program Title: NH Mental Health Data Infrastructure Quality Improvement Project (DIG)
Amount: \$10,000

CFDA #: 93.536
Federal Agency: U.S. Department of Health and Human Services
Program Title: Medicaid Incentives for Prevention of Chronic Diseases (MIPCD)
Amount: \$104,729

CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services
Program Title: Balancing Incentive Program (BIP)
Amount: \$100,000

Contractor Initials: AS
Date: 5/8/13

14. List of State account numbers as referenced in Block 1.6. of the General Provisions form P37:

05-95-92-920010-5945-102
05-95-42-403010-2958-550
05-95-92-920010-1858-502
05-95-92-920010-2087-102
05-95-92-920010-7851-102
05-95-42-423010-7926-102
05-95-49-490510-2985-102

FY14 EXHIBIT B CMHC Region 4

Contractor Initials: 
Date: 5/18/13

EXHIBIT C

SPECIAL PROVISIONS

These Provisions expand upon the General Provisions [Form P-37] of this Agreement.

A. 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.

B. 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.

C. 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 Bureau of Behavioral Health (BBH) upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.14. 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 reasona-

Contractor Initials: 
Date: 5/8/13

ble effort to collect such fees;

8.1.4. Failure to either justify or correct material findings noted in a BBH 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 BBH's satisfaction deficiencies noted in a quality assurance report;

8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;

8.1.10. Failure to attain the performance standards established in Exhibit A., Section IV.;

8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;

8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;

8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IV., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, IV., A. 2.) for two (2) consecutive months during the contract period; or

8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, IV.) for three (3) consecutive months during the contract period.

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

8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.

8.2.6. Require the Contractor to pay to the State, as liquidated damages, the sum of \$250 in the event that the Contractor has not made available a face-to-face appointment for a consumer leaving New Hampshire Hospital who desires 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. The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by the Contractor's failure to make available an appointment after discharge. The parties agree that this liquidated damages provision represents reasonable compensation for the loss incurred by this breach. The Contractor also agrees that nothing in this section is intended to limit the right of the State to obtain injunctive and other relief as may be appropriate. The State may forward the sum of \$250 to the consumer for whom the Contractor failed to make an appointment available.

Contractor Initials: 
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8.2.7. 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 C, Paragraph D., and Sub-paragraph 8.1.12. or 8.1.13. The notice shall require the Contractor, within thirty (30) 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:

8.2.7.1. Require the Contractor to submit an additional corrective action plan within fifteen (15) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

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

8.2.7.3. 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.

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

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

G. 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 as defined in the budget instructions and accounting guidelines and statistical reporting form instructions as specified in Exhibits A and C. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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

9.5.1. For fiscal reports, the Contractor shall submit within thirty (30) days after the end of each month a Balance Sheet and a Profit/Loss Statement. Contractors shall also submit quarterly reports, including: Quarterly Functional Revenues and Expenses Report, Quarterly Statistical Reports, a Cash Flow Statement, and a Line of Credit Statement in the specified electronic format as prescribed by BBH. All quarterly reports are due within thirty (30) days of the end of the reporting period.

9.5.1.1. The monthly Balance Sheet and Profit & Loss Statements, as well as, the Quarterly Functional Revenues and Expenses Report, 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.

9.5.1.2. The Functional Revenues and Expenses Report 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.

9.5.1.3. The Contractor shall maintain detailed fiscal records meeting all the requirements specified in the budget instructions and accounting guidelines. Such fiscal records shall be supported by

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

9.5.1.5. On or before November 1, 2013, the Contractor shall deliver to BBH, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2013, including the funds received under the fiscal year 2013 Agreement

9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds five hundred thousand dollars (\$500,000) 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 for fiscal years ending on or after December 31, 2003.

9.5.2. The Contractor shall submit Phoenix data in the .csv format on the fifteenth (15th) of each month unless otherwise agreed to by BBH.

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 BBH contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and

9.5.3.3. Submit to BBH all reasonable additional reports and data files as requested on such schedule and in such electronic format that BBH shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.

9.5.3.4. The Contractor agrees to submit to BBH reports on high profile and sentinel events in accordance with the Division of Community Based Care Services policy.

H. Add the following regarding "Termination" to Paragraph 10:

10.1. In the event of termination under Paragraph 10 of the General Provisions of this Agreement, the approval of a Termination Report by BBH 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 BBH.

10.2. In the event of termination under Paragraph 10, of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10.3. The Contractor shall notify BBH if it expects to be generally unable to provide services as the result of a

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natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that BBH 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 BBH 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.

- I. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:
ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within thirty (30) business days shall be deemed approval.

12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by BBH for the Contractor in Exhibit A. The Contractor will notify BBH 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 BBH'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, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH 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 BBH's obligations under this Agreement null and void unless, prior to the merger, BBH 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, BBH 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, BBH's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

- J. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:

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13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims related to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

K. If the Price Limit in Paragraph 1.8., of the General Provisions is greater than two hundred fifty thousand dollars (\$250,000), 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 than two million dollars (\$2,000,000) per claim or occurrence; and

L. 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 BBH 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.

M. 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.

Contractor Initials: 
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22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

22.5. Notwithstanding those prior contracts, BBH 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 BBH in advance. The Contractor shall provide BBH 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. BBH 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 BBH finds that eligible persons will probably benefit, BBH shall approve the disposition. If BBH finds that eligible persons probably will not benefit, BBH may disapprove the disposition. Failure by BBH 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 BBH does not approve of the disposition, the Contractor and BBH 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, BBH and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.

22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.

22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.

22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall

Contractor Initials: 
Date: 5/19/03

receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

22.13. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

EXHIBIT C FY14 CMHC

Contractor Initials: 
Date: 5/8/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

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**

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) 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;**
- (b) Establishing an ongoing drug-free awareness program to inform employees about**
 - (1) The dangers of drug abuse in the workplace;**
 - (2) The grantee's policy of maintaining a drug-free workplace;**
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and**
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;**

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

Riverbend Community Mental Health, Inc.

From: 7/1/2013 To: 6/30/2014

(Contractor Name)

(Period Covered by this Certification)

Louis Josephson, Executive Director

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

5/8/2013

(Date)

Contractor Initials: 

Date: 5/8/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: 07-01-13 through 06-30-14

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

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

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



(Contractor Representative Signature)

Louis Josephson, Executive Director

(Authorized Contractor Representative Name & Title)

Riverbend Community Mental Health, Inc.

(Contractor Name)

5/8/2013

(Date)

Contractor Initials: 

Date: 5/8/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

**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.

Contractor Initials: 

Date: 5/8/13

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


(Contractor Representative Signature)

Louis Josephson, Executive Director
(Authorized Contractor Representative Name & Title)

Riverbend Community Mental Health, Inc.
(Contractor Name)

5/8/2013
(Date)

Contractor Initials: 
Date: 5/8/13

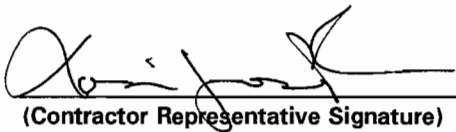
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

Louis Josephson, Executive Director

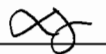
(Authorized Contractor Representative Name & Title)

Riverbend Community Mental Health, Inc.

(Contractor Name)

May 8, 2013

(Date)

Contractor Initials: 

Date: 5/8/13

NH Department of Health and Human Services

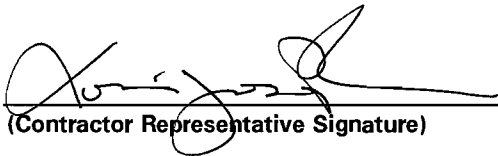
STANDARD EXHIBIT H

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 Representative Signature)

Louis Josephson, Executive Director

(Authorized Contractor Representative Name & Title)

Riverbend Community Mental Health, Inc.

(Contractor Name)

May 8, 2013

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

**NH DHHS, Div of Community Based Care Services
Bureau of Behavioral Health
Inc.**

Riverbend Community Mental Hlth,

The State Agency Name

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative

[Signature]

Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

Louis Josephson

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

Executive Director

Title of Authorized Representative

Date

16 May 2013

5/8/2013

Date

Contractor Initials: *[Signature]*

Date: *5/8/13*

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

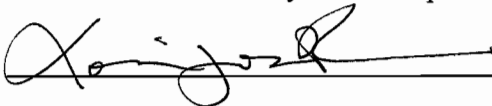
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



Louis Josephson, Executive Director

(Contractor Representative Signature)

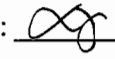
(Authorized Contractor Representative Name & Title)

Riverbend Community Mental Health, Inc.

5/8/2013

(Contractor Name)

(Date)

Contractor initials: 
Date: 5/8/13
Page # 15 of Page # 16

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 08-125-8915

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

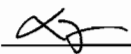
Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: 

Date: 5/8/13

Page # 16 of Page # 16



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying statements of financial position of Riverbend Community Mental Health, Inc. (a not-for-profit organization) as of June 30, 2012 and 2011 and the related statements of operations, changes in net assets, and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Riverbend Community Mental Health, Inc. as of June 30, 2012 and 2011, and the results of its operations, changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Our audit was made for the purpose of forming an opinion on the basic financial statements of Riverbend Community Mental Health, Inc. taken as a whole. The supplementary information included on pages 13 through 16 are presented for the purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Kittell Branagan & Sargent

St. Albans, Vermont
September 4, 2012

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

	<u>ASSETS</u>	
	2012	2011
CURRENT ASSETS		
Cash and cash equivalents	\$ 3,214,621	\$ 2,657,889
Client service fees receivable, net	1,658,505	1,532,665
Other receivables	55,555	36,072
Investments	5,554,860	5,557,800
Prepaid expenses	39,731	53,914
Current portion of Mill House receivable	7,497	7,062
Tenant security deposits	3,446	1,350
TOTAL CURRENT ASSETS	<u>10,534,215</u>	<u>9,846,752</u>
PROPERTY & EQUIPMENT, NET	<u>7,265,774</u>	<u>7,506,539</u>
OTHER ASSETS		
Investment in Mill House Partnership	33,791	33,791
Investment in Behavioral Information Systems	74,780	74,780
Software licenses	6,411	10,685
Bond issuance costs	380,249	396,336
TOTAL OTHER ASSETS	<u>495,231</u>	<u>515,592</u>
RESTRICTED CASH, Rural Development Fund	<u>16,262</u>	<u>14,978</u>
RESTRICTED CASH, Bond Reserve	<u>52,161</u>	<u>264,009</u>
NOTE RECEIVABLE - Mill House, less current portion	<u>185,121</u>	<u>192,013</u>
DUE FROM RELATED PARTY - Penacook Assisted Living Facility	<u>17,577</u>	<u>28,979</u>
TOTAL ASSETS	<u>\$ 18,566,341</u>	<u>\$ 18,368,862</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Accounts payable	\$ 119,837	\$ 222,181
Accrued expenses	865,280	992,139
Tenant security deposits	3,446	1,350
Accrued compensated absences	472,320	496,173
Current portion of long-term debt	206,658	178,912
Deferred revenue	104,076	147,745
TOTAL CURRENT LIABILITIES	<u>1,771,617</u>	<u>2,038,500</u>
LONG-TERM LIABILITIES		
Long-term debt, less current portion	7,893,501	8,057,249
Interest rate swap liability	552,641	419,745
TOTAL LONG-TERM LIABILITIES	<u>8,446,142</u>	<u>8,476,994</u>
NET ASSETS		
Unrestricted	5,955,303	5,464,724
Temporarily restricted	515,763	414,991
Temporarily restricted - Capital Campaign	1,877,516	1,973,653
TOTAL NET ASSETS	<u>\$ 8,348,582</u>	<u>\$ 7,853,368</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 18,566,341</u>	<u>\$ 18,368,862</u>

See Accompanying Notes to Financial Statements.

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

	2012				2011
	Unrestricted	Temporarily Restricted	Temporarily Restricted Capital Campaign	All Funds	
PUBLIC SUPPORT AND REVENUES					
Public support -					
State of New Hampshire -- BBH	\$ 530,361	\$ -	\$ -	\$ 530,361	\$ 313,601
Federal	30,000	-	-	30,000	30,000
In-kind donations	170,784	-	-	170,784	170,784
Contributions	54,134	213,798	-	267,932	336,116
Other	647,470	135,069	-	782,539	548,792
Total Public Support	1,432,749	348,867	-	1,781,616	1,399,293
Revenues -					
Client service fees, net of provision for bad debts	17,512,695	-	-	17,512,695	16,295,463
Other	2,232,076	-	-	2,232,076	2,199,249
Net assets released from restrictions	273,060	(255,893)	(17,167)	-	-
Total Revenues	20,017,831	(255,893)	(17,167)	19,744,771	18,494,712
TOTAL PUBLIC SUPPORT AND REVENUES	21,450,580	92,974	(17,167)	21,526,387	19,894,005
PROGRAM AND ADMINISTRATIVE EXPENSES					
Children and adolescents	4,647,752	-	-	4,647,752	4,612,036
Emergency services	1,405,989	-	-	1,405,989	1,449,808
ACT Team	840,569	-	-	840,569	201,166
Outpatient - Concord	2,826,957	-	-	2,826,957	2,923,973
Outpatient - Franklin	1,622,516	-	-	1,622,516	1,486,929
Multi-Service Team - Community Support Program	4,951,383	-	-	4,951,383	4,578,055
Community Residence - Twitchell	925,898	-	-	925,898	773,567
Community Residence - Fellowship	395,474	-	-	395,474	394,490
Family Intensive Team	449,307	-	-	449,307	483,742
Supportive Living - Fellowship	220,148	-	-	220,148	219,619
Supportive Living - Community	1,114,383	-	-	1,114,383	1,249,945
Other Non-BBH	591,058	-	-	591,058	418,093
Restorative Partial Hospitalization	656,808	-	-	656,808	722,299
Administrative	26,103	-	-	26,103	13,168
Temporarily restricted	247,350	-	-	247,350	207,381
TOTAL PROGRAM AND ADMINISTRATIVE EXPENSES	20,921,695	-	-	20,921,695	19,734,271
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	528,885	92,974	(17,167)	604,692	159,734
INVESTMENT INCOME (LOSS)	94,590	7,798	(78,970)	23,418	434,518
GAIN ON SALE OF ASSETS	-	-	-	-	1,500
TOTAL INCREASE/(DECREASE) IN NET ASSETS	623,475	100,772	(96,137)	628,110	595,752
NET ASSETS, BEGINNING OF YEAR	\$ 464,724	414,991	1,973,653	7,853,368	7,142,058
Change in fair value of interest rate swap liability	(132,896)	-	-	(132,896)	115,558
NET ASSETS, END OF YEAR	\$ 5,955,303	\$ 515,763	\$ 1,877,516	\$ 8,348,582	\$ 7,853,368

See Accompanying Notes to Financial Statements.

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

	<u>2012</u>	<u>2011</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 628,110	\$ 595,752
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	552,157	573,937
Gain on sale of fixed assets	-	(1,500)
Unrealized (gain) loss on investments	120,272	(131,694)
Changes in:		
Client service fee receivables	(125,840)	(97,436)
Other receivables	(19,483)	50,620
Prepaid expenses	14,183	10,205
Restricted cash	(1,284)	(1,286)
Pledges receivable	-	2,000
Accounts payable and accrued expenses	(253,056)	207,390
Deferred revenue	(43,669)	50,010
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>871,390</u>	<u>1,257,998</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of fixed assets	-	1,500
Purchase of fixed assets	(289,512)	(272,799)
Purchase of software licenses	-	(12,821)
Investment activity, net	(118,851)	(277,182)
NET CASH USED BY INVESTING ACTIVITIES	<u>(408,363)</u>	<u>(561,302)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Undisbursed bond trust funds	211,848	385,731
Repayment from affiliates	11,402	25,200
Mill House borrowings, net	6,457	6,652
Proceeds from issuance of debt	74,371	-
Principal payments on long-term debt	(210,373)	(174,711)
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>93,705</u>	<u>242,872</u>
NET INCREASE IN CASH	556,732	939,568
CASH AT BEGINNING OF YEAR	<u>2,657,889</u>	<u>1,718,321</u>
CASH AT END OF YEAR	<u>\$ 3,214,621</u>	<u>\$ 2,657,889</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	<u>\$ 271,641</u>	<u>\$ 344,136</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.

Mission

We care for the mental health of our community.

Vision

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

Values

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

KEY ADMINISTRATIVE PERSONNEL - FY2014

RIVERBEND COMMUNITY MENTAL HEALTH

Position	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Vacant	1.00	\$ 163,741.00	\$ 58,694.83	36%
Chief Financial Officer	Allan Moses	1.00	\$ 111,569.00	\$ 39,993.18	36%
Medical Director	Robert Murray	0.00	\$ 211,600.00	\$ 75,850.43	36%
Chief Operations Officer	Bret Longood	1.00	\$ 110,069.00	\$ 39,455.49	36%

PROFESSIONAL EXPERIENCE

RIVERBEND COMMUNITY MENTAL HEALTH, INC.

Concord, New Hampshire January 2005 to Present

President/CEO

Vice President for Behavioral Health at Concord Hospital

- * Manage \$20 million mental health agency with 300 employees serving children, families and adults with outpatient, inpatient and residential services.
- * Manage 15 bed inpatient psychiatric unit and emergency psychiatric services at Concord Hospital.
- * Board member for Capital Region Health Care.
- * Program development with the New Hampshire Division of Behavioral Health to design new initiatives to better serve the community.
- * Work with state and local government committees to advise legislators on the mental health needs of the community.
- * Member of the legislatively empowered New Hampshire Mental Health Commission devising a long strategic plan for mental health services in the state.
- * Responsible for developing philanthropy and grant-funded projects.

NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE

93 Worth Street, New York City

Assistant Commissioner, Office of Child and Adolescent Services, June 2001 to December 2004

- * Responsible for strategic planning and regulatory review for child and adolescent mental health, substance abuse and mental retardation/developmental disabilities programs in the City. Direct oversight of over 100 contracts totaling \$29 million in services.
- * Member of the Division's Senior Management Team.
- * Interagency liaison/collaboration with other New York City agencies serving children and adolescents such as the Department of Education and the Administration for Children's Services.
- * Liaison/collaboration with the New York State Office of Mental Health and federal agencies such as HRSA, FEMA, and CMHS/ SAMHSA. Created the Post 9/11 mental health response for New York City Schools and helped design overall 9/11 recovery system: "Project Liberty."
- * Production of RFPs and RFP review for new or expanding programs.
- * Provided information/leadership to advocacy groups, mental health agency coalitions, and consumer groups.
- * Public presentations at hearings and other public forums on the work of the department.
- * Grant development. Principal Investigator of a six-year, \$9.5 million grant from SAMHSA, awarded 2002.
- * Co-Director, NIMH funded Research Network Development Core on Evidence Based Treatment with Columbia University Dept. of Child Psychiatry.

NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

Office of Corporate Planning, Community Health & Intergovernmental Relations

60 Lafayette Street, Room 6D, New York City

Director, Family Court Mental Health Services, July 2000 to June 2001

- * Managed 4 mental health clinics serving each of the Family Courts in New York City including clinical services, management planning, budget and grant development.
- * Member of the Senior Management Team in the Office of Corporate Planning, Community Health and Intergovernmental Relations.
- * Responsible for the program's interagency collaboration with New York City's Administration for Children's Services, Office of Mental Health, Department of Juvenile Justice, as well as the New York State Family Court system.

HARLEM DOWLING-WEST SIDE CENTER FOR CHILDREN AND FAMILY SERVICES

2090 Adam Clayton Powell Jr. Boulevard, New York City

Associate Executive Director - Clinical and Community Based Services, December 1998 to June 2000; Director of Therapeutic Services April 1997 to November 1998

- * Supervision of and program development for a comprehensive, culturally sensitive mental health service for 900 children in foster care including specialized programs for victims of domestic violence and AIDS.
- * Supervision of 22 staff members and 12 mental health consultants.
- * Program design and enhancement through grant writing and establishing community collaborations.
- * Budget development and management for government regulated programs and other grants.
- * Development of strategic planning initiatives in response to managed care.
- * Supervision of two Preventive Service Programs in Central Harlem and Washington Heights, NYC.
- * Supervision of two \$300,000 grants for after-school programming from The After-School Corporation (TASC) for 600 children in Harlem.
- * Presentations to the Board of Directors meetings and in Board/Senior Management Retreats.
- * Grant writing for federal, state and local funds; 10 grants submitted in 1999-2000.

THE CENTER FOR PREVENTIVE PSYCHIATRY

Yonkers, New York. Assistant Clinic Director, Outpatient Child and Family Therapy Clinic, February 1994 to March 1997.

- * Responsible for most clinical and administrative functions of the clinic.
- * Clinical supervision of seven psychologists and social workers.
- * Supervision of the clinic crisis service.
- * Coordination of Utilization Review and Quality Assurance procedures.
- * Responsible for clinic budget and its development and monitoring throughout the year.
- * Grant writing.
- * Planning and negotiation of community collaboration program for mental health services for homeless families.
- * Provided in-service training to staff on sexual abuse and other topics.
- * Co-Chair Westchester County's community "network" of mental health providers who coordinate services and provide strength-based interventions to high-risk families.
- * Participation in the agency-wide clinical leadership council creating clinical strategies to respond to the managed care environment.
- * Psychotherapy with children and families.

JEWISH BOARD OF FAMILY AND CHILDREN'S SERVICES

Brooklyn, NY, Senior Social Worker, Madeleine Borg Community Services, Outpatient Mental Health Clinic, June 1988 to January 1994.

- * Long and short-term individual psychotherapy with children, adolescents, adults.
- * Led groups for adolescents, senior citizens, parents and toddlers, bereavement groups.
- * Supervised clinical staff and Master's level social work students.
- * Consultation to community agencies for mental health needs.

NEW YORK UNIVERSITY, SHIRLEY M. EHRENKRANZ SCHOOL OF SOCIAL WORK

New York, NY, Adjunct Associate Professor of Social Work, Fall 1993 to 2004.

- * Instruct doctoral candidates in the Ph.D. Program. Course: "Psychological and Developmental Disorders of Childhood and Adolescence."
- * Instruct Post-MSW students in a clinical practice case seminar in NYU's Advanced Certificate Program in Social Work.
- * Instruct Master's level social work students in the Practice and Human Behavior areas. Courses: "Clinical Practice with Children," "Clinical Practice with Abused and Neglected Children and Their Families," and "Clinical Practice with Individuals and Families," "Human Behavior and the Social Environment II."
- * Instruct students on New York State's curriculum on the identification and reporting of child abuse and neglect, yearly.

FORDHAM UNIVERSITY SCHOOL OF SOCIAL SERVICES

New York, NY, Adjunct Professor, Fall 1996 to 1998.

- * MSW Courses: "Advanced Clinical Assessment and Diagnosis," "Clinical Social Work with Children," and "Seminar in Advanced Clinical Practice."

PLYMOUTH STATE UNIVERSITY—Department of Social Work

Plymouth, New Hampshire. Adjunct Professor, Fall 2005 to Present

- * Instructor: Child Welfare Services, Introduction to Social Work, Social Welfare Policy.

PUBLICATIONS

- * Engstrom, M., Lee, R., Harrison, M., McVeigh K., Josephson, L., Plapinger, J., Herman, D., King, C., & Sederer, L. (2003) Children's Needs Assessment in the Bronx. New York: New York City Department of Health and Mental Hygiene, Division of Mental Hygiene, Bureau of Planning, Evaluation and Quality Improvement.
- * In Press: Assessing Trauma Symptoms in Middle and High School Students in the Ground Zero Area, with Dr. Claude Chemtob.

EDUCATION

New York University Shirley M. Ehrenkranz School of Social Work

Ph.D. in Clinical Social Work, October 1996. Dissertation: Clinical Social Work Practice with Sexually Abused Inner-City Children: An Object Relations Approach.

Columbia University School of Social Work

MSW, September 1986 to May 1988.

Tufts University

BA English, September 1979 to June 1983.

Riverbend Community Mental Health, Inc.
BOARD OF DIRECTORS
January 2013

CHAIR

ACRES, Valerie

BASSI, John

BLUME, Peg

ASSISTANT SECRETARY

CARLEY, Mary Lee

CAWLEY, David

COURET, Michel

DUVAL, John

EMMA, Philip

HASTINGS, John

VICE CHAIR

HAYES, Randy

JOHNSON, Gail

JOHNSON, Sheila

LEVCHUK, Karen

MILLER, Meg

SAVAGE, Jill

SHUMWAY, Donald

STAFFORD, Robert

SWEET, Sharon

Ex Officio

JOSEPHSON, Louis

Ex Officio

GREEN, Michael

Ex Officio

FOX, Susan

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RIVERBEND COMMUNITY MENTAL HEALTH, INC. is a New Hampshire nonprofit corporation formed March 25, 1966. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2013

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

William M. Gardner
Secretary of State

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Older Adult Services 102	Emergency Services/ Assessment 104	Restorative Partial Hospital 108
400 PROG. SERV. FEES							
401 Net client fees	707,018	0	707,018	71,046	0	35,508	6,836
402 HMO's	888,832	0	888,832	201,297	0	47,344	0
403 BC/BS	361,879	0	361,879	59,205	0	27,618	0
404 Medicaid	13,936,122	0	13,936,122	4,082,762	0	198,558	567,037
405 Medicare	614,672	0	614,672	0	0	0	13,672
406 Other insurance	546,684	0	546,684	142,092	0	35,508	0
411 Other program fees	282,473	0	282,473	0	0	0	0
SUBTOTAL	17,337,680	0	17,337,680	4,556,402	0	344,536	587,545
420 PROG. SALES							
421 Production	0	0	0	0	0	0	0
422 Service	2,530,915	0	2,530,915	0	0	946,336	0
430 PUBLIC SUPPORT							
431 United Way	80,751	0	80,751	0	0	80,751	0
432 Local/County Government	4,000	0	4,000	4,000	0	0	0
433 Donations/Contributions	42,140	0	42,140	0	0	1,440	0
434 Bur. Developmental Services	0	0	0	0	0	0	0
435 Other public support	563,696	7,280	556,416	149,222	0	89,094	5,000
436 Div. Voc. Rehab.	0	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0
438 Div. for Children, Youth & Families	1,770	0	1,770	1,770	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
440 FEDERAL FUNDING							
441 Block Grants	0	0	0	0	0	0	0
442	0	0	0	0	0	0	0
443	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0
445 Other Federal Grants	216,229	0	216,229	37,000	0	0	0
446 PATH	36,250	0	36,250	0	0	0	0
447	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
450 OTHER REVENUE							
451 Rental Income	0	0	0	0	0	0	0
452 Interest Income	0	0	0	0	0	0	0
453 In-Kind Donations	170,784	0	170,784	5,200	0	0	0
454 All Other Revenue	41,350	2,900	38,450	12,400	0	300	0
480 BBH							
481 Bur. of Behavioral Health	490,295	0	490,295	2,000	0	7,708	0
482 Other BBH	0	0	0	0	0	0	0
483	0	0	0	0	0	0	0
484	0	0	0	0	0	0	0
SUBTOTAL	21,515,860	10,180	21,505,680	4,767,994	0	1,470,165	592,545
500 General Management Allocation	0	(10,180)	10,180	2,326	0	717	289
TOTAL PROGRAM REVENUES	21,515,860	0	21,515,860	4,770,320	0	1,470,882	592,834

FY 2014 BUDGET

	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Community Residence 122	Supportive Living 123	Other Mental Health 198	Other Non-BBH 199
400 PROG. SERV. FEES							
401 Net client fees	392,487	128,195	16,594	18,396	29,739	8,217	0
402 HMO's	543,385	80,399	16,407	0	0	0	0
403 BC/BS	239,324	35,732	0	0	0	0	0
404 Medicaid	93,425	5,761,945	921,251	1,038,868	1,116,136	156,140	0
405 Medicare	248,527	322,604	29,869	0	0	0	0
406 Other insurance	315,601	43,200	10,283	0	0	0	0
411 Other program fees	66,000	0	0	119,561	61,508	0	35,404
SUBTOTAL	1,898,749	6,372,075	994,404	1,176,825	1,207,383	164,357	35,404
420 PROG. SALES							
421 Production	0	0	0	0	0	0	0
422 Service	1,281,859	0	0	(10,293)	(152,880)	0	465,893
430 PUBLIC SUPPORT							
431 United Way	0	0	0	0	0	0	0
432 Local/County Government	0	0	0	0	0	0	0
433 Donations/Contributions	0	700	0	0	0	0	40,000
434 Bur. Developmental Services	0	0	0	0	0	0	0
435 Other public support	138,946	138,379	1,175	2,500	12,100	0	20,000
436 Div. Voc. Rehab.	0	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0
438 Div. for Children, Youth & Families	0	0	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
440 FEDERAL FUNDING							
441 Block Grants	0	0	0	0	0	0	0
442	0	0	0	0	0	0	0
443	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0
445 Other Federal Grants	0	74,500	0	0	0	104,729	0
446 PATH	0	0	0	0	36,250	0	0
447	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
450 OTHER REVENUE							
451 Rental Income	0	0	0	0	0	0	0
452 Interest Income	0	0	0	0	0	0	0
453 In-Kind Donations	0	0	0	144,886	20,698	0	0
454 All Other Revenue	1,950	5,575	225	0	0	0	18,000
480 BBH							
481 Bur. of Behavioral Health	0	3,000	477,587	0	0	0	0
482 Other BBH	0	0	0	0	0	0	0
483	0	0	0	0	0	0	0
484	0	0	0	0	0	0	0
SUBTOTAL	3,321,504	6,594,229	1,473,391	1,313,918	1,123,551	269,086	579,297
500 General Management Allocation	1,620	3,216	719	405	474	131	283
TOTAL PROGRAM REVENUES	3,323,124	6,597,445	1,474,110	1,314,323	1,124,025	269,217	579,580

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Older Adult Services 102	Emergency Services/ Assessment 104	Restorative Partial Hospital 108
600 PERSONNEL COSTS							
601 Salary & Wages	13,338,685	1,199,215	12,139,470	2,650,801	0	941,429	252,397
602 Employee Benefits	2,910,272	185,805	2,724,467	695,293	0	134,409	96,017
603 Payroll Taxes	1,101,932	82,456	1,019,476	230,619	0	81,904	21,958
SUBTOTAL	17,350,889	1,467,476	15,883,413	3,576,713	0	1,157,742	370,372
610 Client Wages	0	0	0	0	0	0	0
620 PROFESSIONAL FEES							
621 Substitute Staff	38,000	38,000	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0	0
625 Audit Fees	37,314	37,314	0	0	0	0	0
626 Legal Fees	50,000	50,000	0	0	0	0	0
627 Other Prof. Fees/Consultations	812,982	37,698	775,284	5,900	0	59,465	13,234
630 STAFF DEV & TRAINING							
631 Journals & Publications	6,050	2,000	4,050	1,600	0	100	250
632 In-Service Training	100,000	0	100,000	37,000	0	0	0
633 Conferences & Conventions	44,450	10,300	34,150	5,000	0	500	100
634 Other Staff Development	0	0	0	0	0	0	0
640 OCCUPANCY COSTS							
641 Rent	55,442	10,970	44,472	11,977	0	1,306	2,002
642 Mortgage (Interest)	315,124	135,284	179,840	57,420	0	16,081	21,475
643 Heating Costs	34,000	6,150	27,850	4,565	0	1,020	950
644 Other Utilities	105,302	20,580	84,722	17,223	0	3,655	4,000
645 Maintenance & Repairs	132,599	24,461	108,138	14,645	0	10,203	3,711
646 Taxes	4,397	0	4,397	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0	0	0
650 CONSUMABLE SUPPLIES							
651 Office	95,348	17,662	77,686	22,989	0	6,139	2,774
652 Building/Household	60,304	11,576	48,728	8,550	0	3,078	2,025
653 Educational/Training	39,450	1,500	37,950	24,200	0	50	3,450
654 Production & Sales	0	0	0	0	0	0	0
655 Food	70,992	10,000	60,992	4,000	0	1,400	15,000
656 Medical	17,500	500	17,000	1,000	0	500	150
657 Other Consumable Supplies	0	0	0	0	0	0	0
SUBTOTAL PAGE	19,370,143	1,881,471	17,488,672	3,792,782	0	1,261,239	439,493

FY 2014 BUDGET

	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Community Residence 122	Supportive Living 123	Other Mental Health 198	Other Non-BBH 199
600 PERSONNEL COSTS							
601 Salary & Wages	2,110,613	3,902,076	840,094	417,801	607,099	156,726	260,434
602 Employee Benefits	245,286	949,579	234,263	124,904	155,438	44,341	44,937
603 Payroll Taxes	146,967	339,481	73,088	36,349	52,817	13,636	22,657
SUBTOTAL	2,502,866	5,191,136	1,147,445	579,054	815,354	214,703	328,028
610 Client Wages	0	0	0	0	0	0	0
620 PROFESSIONAL FEES							
621 Substitute Staff	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0	0
625 Audit Fees	0	0	0	0	0	0	0
626 Legal Fees	0	0	0	0	0	0	0
627 Other Prof. Fees/Consultations	5,138	36,260	2,002	484,063	153,036	10,150	6,036
630 STAFF DEV & TRAINING							
631 Journals & Publications	200	400	200	850	450	0	0
632 In-Service Training	0	63,000	0	0	0	0	0
633 Conferences & Conventions	4,000	17,250	3,500	1,000	1,550	1,250	0
634 Other Staff Development	0	0	0	0	0	0	0
640 OCCUPANCY COSTS							
641 Rent	8,673	1,453	1,361	0	0	14,400	3,300
642 Mortgage (Interest)	16,080	23,081	19,002	0	26,701	0	0
643 Heating Costs	1,980	13,885	2,250	0	3,200	0	0
644 Other Utilities	7,096	27,753	6,495	9,500	8,250	0	750
645 Maintenance & Repairs	19,806	32,185	8,038	8,400	10,845	0	305
646 Taxes	0	0	0	0	0	0	4,397
647 Other Occupancy Costs	0	0	0	0	0	0	0
650 CONSUMABLE SUPPLIES							
651 Office	6,906	25,663	5,790	3,431	3,053	941	0
652 Building/Household	5,974	14,722	2,679	5,500	6,100	0	100
653 Educational/Training	450	3,650	3,650	100	100	1,050	1,050
654 Production & Sales	0	0	0	0	0	0	0
655 Food	3,450	10,450	1,150	20,942	3,700	900	0
656 Medical	500	13,700	0	500	550	100	0
657 Other Consumable Supplies	0	0	0	0	0	0	0
SUBTOTAL PAGE	2,583,119	5,474,788	1,203,562	1,113,340	1,032,889	243,494	343,966

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Older Adult Services 102	Emergency Services/ Assessment 104	Restorative Partial Hospital 108
Total Carried Forward	19,370,143	1,881,471	17,488,672	3,792,782	0	1,261,239	439,493
700 Advertising	40,648	21,472	19,176	5,602	0	680	322
710 Printing	23,600	9,103	14,497	3,810	0	1,043	596
720 Telephone/Communication	161,665	14,874	146,791	34,888	0	18,152	7,089
730 Postage/Shipping	21,142	7,236	13,906	3,300	0	1,371	673
740 TRANSPORTATION							
741 Board Members	0	0	0	0	0	0	0
742 Staff	421,705	18,472	403,233	142,375	0	4,320	2,997
743 Clients	52,950	7,525	45,425	4,950	0	0	19,650
744 Delivery Products	0	0	0	0	0	0	0
750 ASSIST. TO INDIVIDUALS							
751 Client Services	1,162	0	1,162	0	0	0	0
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	205,729	16,127	189,602	39,058	0	36,025	8,760
762 Vehicles	14,293	1,123	13,170	2,042	0	0	4,696
763 Comprehensive, Property & Liability	15,725	3,550	12,175	1,964	0	592	532
800 OTHER EXPENDITURES							
801 Interest Expense (other than Mortgage Interest)	0	0	0	0	0	0	0
802 In-Kind Expense	170,784	0	170,784	5,200	0	0	0
803 Depreciation, Equipment	0	0	0	0	0	0	0
804 Depreciation, Building	659,917	107,405	552,512	170,220	0	29,662	21,892
805 Equipment Rental	0	0	0	0	0	0	0
806 Equipment Maintenance	141,273	52,657	88,616	18,192	0	7,441	2,341
807 Membership Dues	28,440	17,090	11,350	800	0	225	25
810 Other Expenditures	186,584	21,100	165,584	75,534	0	3,100	6,900
TOTAL EXPENSES	21,515,860	2,179,205	19,336,655	4,300,717	0	1,363,850	515,966
900 Administrative Allocation	0	(1,955,795)	1,955,795	448,853	0	142,341	53,850
TOTAL PROGRAM EXPENSES	21,515,860	223,410	21,292,450	4,749,570	0	1,506,191	569,816
SURPLUS/(DEFICIT)	0	(223,410)	223,410	20,750	0	(35,309)	23,018
Total Revenue - Total Expense (line 49 - 115)							

FY 2014 BUDGET

	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Community Residence 122	Supportive Living 123	Other Mental Health 198	Other Non-BBH 199
Total Carried Forward	2,583,119	5,474,788	1,203,562	1,113,340	1,032,889	243,494	343,966
700 Advertising	6,912	3,725	503	439	718	110	165
710 Printing	1,575	4,635	907	634	1,091	206	0
720 Telephone/Communication	11,292	43,153	8,522	7,259	14,421	2,015	0
730 Postage/Shipping	1,374	4,464	599	399	1,197	167	362
740 TRANSPORTATION							
741 Board Members	0	0	0	0	0	0	0
742 Staff	5,529	168,069	47,697	8,350	13,590	6,108	4,198
743 Clients	0	4,225	0	5,100	6,500	5,000	0
744 Delivery Products	0	0	0	0	0	0	0
750 ASSIST. TO INDIVIDUALS							
751 Client Services	0	0	0	0	1,162	0	0
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	21,045	53,852	6,688	11,376	10,997	1,801	0
762 Vehicles	0	715	0	2,654	3,063	0	0
763 Comprehensive, Property & Liability	592	3,125	1,420	1,479	1,775	355	341
800 OTHER EXPENDITURES							
801 Interest Expense (other than Mortgage Interest)	0	0	0	0	0	0	0
802 In-Kind Expense	0	0	0	144,886	20,698	0	0
803 Depreciation, Equipment	0	0	0	0	0	0	0
804 Depreciation, Building	50,003	174,954	51,779	9,733	39,949	4,320	0
805 Equipment Rental	0	0	0	0	0	0	0
806 Equipment Maintenance	17,280	27,178	5,142	3,668	5,857	1,517	0
807 Membership Dues	4,100	5,000	100	50	50	500	500
810 Other Expenditures	7,000	56,150	7,850	2,650	3,700	350	2,350
TOTAL EXPENSES	2,709,821	6,024,033	1,334,769	1,312,017	1,157,657	265,943	351,882
900 Administrative Allocation	282,817	628,712	139,307	90,042	108,547	27,756	33,570
TOTAL PROGRAM EXPENSES	2,992,638	6,652,745	1,474,076	1,402,059	1,266,204	293,699	385,452
SURPLUS/(DEFICIT)	330,486	(55,300)	34	(87,736)	(142,179)	(24,482)	194,128
Total Revenue - Total Expense (line 49 - 115)							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/21/2012

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@marsh.com	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No.): E-MAIL ADDRESS:
319078-CHS-gener-13-14	INSURER(S) AFFORDING COVERAGE INSURER A: Granite Shield Insurance Exchange INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED RIVERBEND COMMUNITY MENTAL HEALTH, INC. PO BOX 2032 CONCORD, NH 03302	NAIC #

COVERAGES **CERTIFICATE NUMBER:** NYC-005740277-18 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC		GSIE-PRIM-2013-101	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ PRODUCTS - AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PROPERTY DAMAGE \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		GSIE-PRIM-2013-101	01/01/2013	01/01/2014	SEE ABOVE

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

EVIDENCE OF CURRENT LIABILITY COVERAGE FOR THE INSURED

GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE-DATE 6/24/1985.

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
105 PLEASANT ST.
CONCORD, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

William G. Cornish

William G. Cornish

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2012

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

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

PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Danielle Rice PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 EMAIL ADDRESS: drice@rowleyagency.com
INSURED Riverbend Community Mental Health, Inc. PO Box 2032 Concord NH 03302-2032	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS			PHPK778001	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Bureau of Behavioral Health 105 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Danielle Rice/DJR <i>Danielle Rice</i>

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2013

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

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

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : A.I.M. Mutual Insurance Co.
INSURED Riverbend Community Mental Health Inc c/o Angela Greene PO Box 2032 Concord, NH 03302	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ECC4000127012011	10/01/2012	10/01/2013	WC STATUTORY LIMITS ☒ OTH-ER ☐ E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire- Dept of Health & Human Services Bureau of Behavioral Health 105 Pleasant St Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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Budget Form

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

Bidder/Program Name: Riverbend Community Mental Health, Inc.

Budget Request for: Community Mental Health Services

(Name of RFP)

Budget Period: 07/01/2013 - 06/30/2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 12,139,470.00	\$ 1,199,215.00	\$ 13,338,685.00	Direct charge (DC)
2. Employee Benefits	\$ 3,743,943.00	\$ 268,261.00	\$ 4,012,204.00	Direct charge (DC)
3. Consultants	\$ -	\$ 38,000.00	\$ 38,000.00	Direct charge (DC)
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 16,887.00	\$ 7,646.00	\$ 24,533.00	DC & FTE
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 17,000.00	\$ 500.00	\$ 17,500.00	Direct charge (DC)
Office	\$ 182,631.00	\$ 43,436.00	\$ 226,067.00	DC & FTE
6. Travel	\$ 448,658.00	\$ 25,997.00	\$ 474,655.00	Direct charge (DC)
7. Occupancy	\$ 650,225.00	\$ 205,850.00	\$ 856,075.00	Direct charge (DC)
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 146,791.00	\$ 14,874.00	\$ 161,665.00	Direct charge (DC)
Postage	\$ 13,906.00	\$ 7,236.00	\$ 21,142.00	DC & FTE
Subscriptions	\$ 11,350.00	\$ 17,090.00	\$ 28,440.00	DC & FTE
Audit and Legal	\$ -	\$ 87,314.00	\$ 87,314.00	Direct charge (DC)
Insurance	\$ 214,947.00	\$ 20,800.00	\$ 235,747.00	DC & SQ Footage
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 71,729.00	\$ 45,011.00	\$ 116,740.00	DC & FTE
10. Marketing/Communications	\$ 19,176.00	\$ 21,472.00	\$ 40,648.00	Direct charge (DC)
11. Staff Education and Training	\$ 134,150.00	\$ 10,300.00	\$ 144,450.00	Direct charge (DC)
12. Subcontracts/Agreements	\$ 775,284.00	\$ 37,698.00	\$ 812,982.00	Direct charge (DC)
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Bldg Depreciation/Miscellaneous	\$ 619,312.00	\$ 123,505.00	\$ 742,817.00	Sq Footage
Client Subsidies	\$ 32,412.00	\$ -	\$ 32,412.00	n/a
Restricted Expenses	\$ 98,783.00	\$ 5,000.00	\$ 103,783.00	n/a
TOTAL	\$ 19,336,654.00	\$ 2,179,205.00	\$ 21,515,859.00	

Indirect As A Percent of Direct

11%

Region IV
Riverbend Community Mental Health, Inc.

Communities Served:

Allenstown
Andover
Boscawen
Bow
Bradford
Canterbury
Chichester
Concord
Danbury
Deering
Dunbarton
Epsom
Franklin
Henniker
Hill
Hillsborough
Hopkinton
Loudon
New London
Newbury
Northfield
Pembroke
Pittsfield
Salisbury
Sutton
Warner
Weare
Webster
Wilmot
Windsor

Community Mental Health Center

Establishment Dates

Region I

Northern Human Services
87 Washington Street
Conway NH 03818
03-03-71

Region II

West Central Services, Inc.
DBA West Central Behavioral Health
2 Whipple Place, Suite 202
Lebanon NH 03766
06-06-85
02-05-01
trade name

Region III

The Lakes Region Mental Health Center, Inc.
DBA GENESIS – Behavioral Health
111 Church Street
Laconia NH 03246
07-14-69
5-26-00
trade name

Region IV

Riverbend Community Mental Health, Inc.
5 Market Lane, PO Box 2032
Concord NH 03302-2032
03-25-66

Region V

Monadnock Family Services
64 Main Street, Suite 301
Keene NH 03431
03-05-24

Region VI

Community Council of Nashua, NH
DBA Greater Nashua Mental Health Center at
Community Council.
7 Prospect Street
Nashua NH 03060-3990
12-24-23
10-21-08
trade name

Harbor Homes, Inc.
45 High Street
Nashua NH 03060
02-15-80

Region VII

The Mental Health Center of Greater Manchester
401 Cypress Street
Manchester NH 03103-3628
10-17-60

Region VIII

Seacoast Mental Health Center, Inc.
1145 Sagamore Avenue
Portsmouth NH 03801
01-21-63

Region IX

Behavioral Health and Developmental Services
of Strafford County, Inc.
DBA Community Partners of Strafford County
Forum Court, 113 Crosby Road, Suite 1
Dover NH 03820
09-24-82
10-27-03
trade name

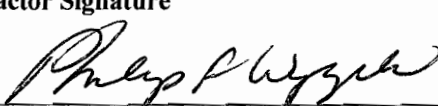
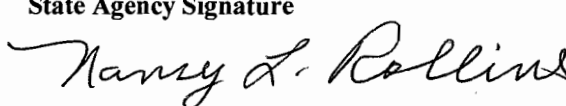
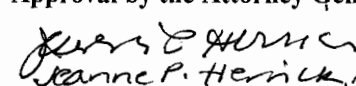
Region X

Mental Health Center for Southern NH
CLM Center for Life Management
44 Stiles Road
Salem NH 03079
05-06-81
10-27-99
non-profit

Subject: To Provide Mental Health Services and PATH Services.**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH DHHS-Division of Community Based Services Bureau of Behavioral Health		1.2 State Agency Address 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name Monadnock Family Services		1.4 Contractor Address Administrative Office 64 Main Street, Suite 301 Keene, NH 03431	
1.5 Contractor Phone Number 603-357-6878	1.6 Account Number Various State Accounts. See List in Exhibit B.	1.7 Completion Date 06-30-2014	1.8 Price Limitation \$436,270
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Philip Wyzik, CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Cheshire</u> On <u>04-25-13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace GIGI A. BATCHELDER, Notary Public My Commission Expires June 17, 2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Assoc. Comm., Div. Community Based Svcs	
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) By:  Jeanne P. Herrick, Attorney		On: <u>27 May 2013</u>	
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

CERTIFICATE OF VOTE

I, Jane Larmon, do hereby certify that:

1. I am the duly elected Clerk of Monadnock Family Services.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 25, 2013.

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

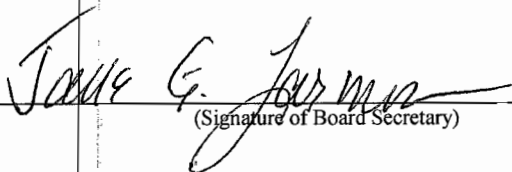
**To Provide: Mental Health Services, and
Projects for Assistance in Transition from Homelessness (PATH) Services.**

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 25, 2013.

4. Philip Wyzik is duly elected Chief Executive Officer of the Corporation.

(Seal)
(Corporation)


(Signature of Board Secretary)

State of New Hampshire

County of Cheshire

The foregoing instrument was acknowledged before me this 25 day of April 2013.

By Jane Larmon.


Name: Gigi Batchelder
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: June 17, 2014

EXHIBIT A

SCOPE OF WORK

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.

The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. BEHAVIORAL HEALTH SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- C. The Contractor shall provide services in accordance with the service projections set forth on the statistical pages immediately following Exhibit A. These service projections are based upon the needs of its consumers, taking into account the Contractor's caseload, available staffing and other resources, including the State funds that the Contractor expects to receive for the services to be performed under this Agreement.
- D. For all consumers eligible under He-M 401 that the Contractor has case management responsibilities for, the Contractor agrees to assure that applications for all appropriate sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Public Housing, and Section 8 subsidies are filed in a timely fashion.
- E. The Contractor agrees to make Illness Management and Recovery (IMR) services and evidence-based Supported Employment (SE) services available to eligible consumers. The Contractor may also offer complementary employment programs in conjunction with the evidence-based Supported Employment program.

II. TRANSITION TO MANAGED CARE

- A. All Medicaid billings for services provided to consumers who are enrolled members of a Managed Care Organization (MCO), shall be submitted to the MCO upon the Effective Date of Coverage with the MCO.
- B. The role of community mental health program 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 community mental health program 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.
- C. 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 years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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- D. In the event that the Medicaid program in New Hampshire is transitioned, in whole or in part, during the period in which this Contract is in effect such that some of all of the services required to be provided by the Contractor are provided to consumers who are then enrolled as members of an MCO, the Contractor and BBH agree, upon the request of either party, to meet and discuss in good faith whether there are any provisions of the Contract which reasonably ought to be deleted or amended in order to accommodate the new service and reimbursement environment in which the parties may find themselves.

III. PROVISION OF QUALITY SERVICES

- A. The Contractor agrees that it will 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 BBH within timeframes reasonably specified by BBH in order to ensure the efficient and effective administration of the Medicaid program.
- B. As part of the effort to ensure quality services, BBH conducts annual reviews to ascertain that eligibility has been properly determined in accordance with He-M 401, "Eligibility Determination and Individual Service Planning." In the event that the annual review finds that 75% of the records examined are in compliance with the eligibility requirements of He-M 401, BBH shall refrain from conducting a review of eligibility determinations in the next year. Eligibility reviews will be conducted in the subsequent year. BBH will conduct such other quality assurance reviews, as it deems necessary and appropriate.
- C. The Contractor agrees to submit to BBH data needed by BBH to comply with federal reporting requirements within timeframes reasonably specified by BBH.
- D. In regard to the data required for the Phoenix system:
1. Monthly data shall be in the .csv format and shall be submitted on the 15th of each month unless otherwise agreed to by BBH.
 2. Errors in data returned by BBH to the Contractor shall be corrected and returned to BBH.
 3. Data shall be current and updated as required for federal reporting.
 4. For the purpose of data submitted for the Phoenix data system, the contractor agrees for the following fields that the error rate (invalid codes, Unknowns, nulls) shall not exceed 20% of the total records. An error rate in excess of 20% shall not constitute an event of default. In the event of an error rate of greater than 20%, the contractor shall submit a correction plan to show how improvements will be made to the fields listed below.
 - a. Race
 - b. Ethnicity
 - c. Employment status
 - d. Living status
 - e. Criminal justice data
 - f. School attendance data
- E. In order to achieve positive consumer outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services, and who are responsible for completing the eligibility determination process as specified in He-M 401, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a children's clinician, and the Adult Needs and Strengths Assessment (ANSA) if they are an adult clinician.
1. Clinicians shall be certified in the use of the New Hampshire version of the CANS and the ANSA within 120-days of implementation by the DHHS of a web-based training and certification system.
 - a. The CANS and the ANSA assessment shall be completed by the community mental health clinician no later than the first annual review for the consumer following clinician certification.
 - b. The community mental health eligibility determination tool, as specified in He-M 401, and in effect on July 1, 2012, shall continue to be utilized by the clinician until such time as the Department of Health and Human Services implements web-based access to the

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CANS and the ANSA, the clinician is certified in the use of the CANS and the ANSA, and the annual review date has passed.

2. The CANS and the ANSA assessment shall be completed at least every three (3) months to document progress towards goals and objectives and any continued need for community mental health services.
 - a. Completion of the CANS or ANSA assessment shall fulfill the quarterly review requirements as defined in He-M 408 and He-M 401.
 - b. The CANS and the ANSA shall be utilized to develop an individualized, person-centered treatment plan, with measurable outcomes to inform future modifications to the individualized service plan.
- F. The percentage of Individualized Recovery and Resiliency Services (IROS) Medicaid billings, as specified in He-M 426, to all other community mental health services Medicaid billings shall, at a minimum, be maintained at their current regional levels. IROS services include the following: Individual and Group Functional Support Services (FSS), Illness Management and Recovery (IMR), and Evidence Based Supported Employment (EBSE). The Contractor, however, shall not be in breach of this provision if its failure to maintain the ratio of billings at the current level is due to the MCO taking a rate or utilization action which materially impairs the Contractor's ability to do so.
- G. In order to measure Consumer and Family Satisfaction, BBH shall contract with a private vendor during fiscal year 2014 to assist the Contractor and BBH with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction.
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor.
 3. The Contractor will support the efforts of BBH and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by BBH to explain the survey and otherwise support attempts by BBH to increase participation in the survey.
- H. 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. Children age 12 and older will be screened through administration of CRAFFT (Car, Relax, Alone, Forget, Friends, Trouble), and Adults will be screened through the administration of AUDIT (Alcohol Use Disorders Identification Test) and DAST (Drug Abuse Screening Test) instruments or other instrument(s) approved by BBH. The performance standard for fiscal year 2013 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual BBH Quality Assurance and Compliance Review.

IV. MAINTENANCE OF FISCAL INTEGRITY

- A. In order to enable BBH to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Balance Sheet and Profit and Loss Statements for the agency and all related parties that are under the Parent Corporation of the mental health provider organization. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
 1. Days of Cash on Hand:
 - a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period.
 - c. Performance Standard: The Contractor shall have enough cash and cash equivalents to

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cover expenditures for a minimum of fifteen (15) business days with no variance allowed.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.:1.0. with no variance allowed.

3. Medicaid Days in Accounts Receivable:

- a. Rationale: Medicaid is the primary payor for most CMHCs. The number of days it takes to collect this revenue has a major impact on the Contractor's ability to meet expenses.
- b. Definition: The number of days (on average) it takes the Contractor to collect Medicaid.
- c. Formula: Total Medicaid accounts receivable (including those due from Medicaid Managed Care Organizations) divided by net Medicaid charges divided by the number of days in the reporting period.
- d. Source of Data: The Contractor shall submit to BBH monthly, a breakdown of accounts receivables within their balance sheet, and net Medicaid charges on the profit & loss statement.
- e. Performance Standard: The Contractor shall maintain a standard maximum of forty (40) days with a 20% variance allowed.

4. Debt Service Coverage Ratio:

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

5. Net Assets to Total Assets:

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

B. In any budget submitted to BBH for purposes of contract approval, the Contractor agrees to limit administrative costs to 12% or less of the total program expenses.

C. For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement," "State Funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include all state general funds, including the State's share of Medicaid, provided to the Contractor, as well as all federal grant funds allocated by BBH to the provider, along with any prior years' state and/or federal funds deferred to the current year with BBH approval.

V. **COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL**

A. The community mental health program shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital to assist in the coordinated discharge planning for the consumer to

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either return to services in the community or offer services at the local community mental health program.

- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon receipt of notification of the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The community mental health program shall work with DHHS to review cases of consumers that New Hampshire Hospital, and/or the community mental health program has indicated will have difficulty returning back into the community, identify barriers to discharge, and develop an appropriate plan to transition back into the community.
- D. The community mental health program shall make a face-to-face appointment available to a consumer leaving New Hampshire Hospital who desires to reside in the region served by the community mental health program 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.

VI. COORDINATION WITH PRIMARY CARE PROVIDER

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

VII. REDUCTION OR SUSPENSION OF FUNDING

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

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VIII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph VII. above, prior to the elimination of or a significant reduction in a program which delivers services contracted by BBH (as reflected in the statistical pages immediately following Exhibit A), and paid for, in whole or in part, by State Funds, the Contractor shall provide BBH with at least thirty (30) days written notice with an explanation of the programmatic and financial impact. The Contractor and BBH 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. In the event that BBH is not in agreement with such elimination or reduction prior to the proposed effective date, BBH may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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) day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided. The Contractor shall not redirect Medicaid 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, BBH shall control the expenditure of the unspent Medicaid funds.

IX. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- A. The Contractor shall assist the Pre-Admission Screening and Resident Review (PASRR) Office of the NH Department of Health and Human Services in meeting the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the PASRR Office and with the appropriate authorization to release information, the Contractor shall provide the PASRR Office with 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. The Contractor may bill Medicaid, and the PASRR Office may approve payment, for activities related to the PASRR process.

X. EMERGENCY SERVICES

- A. The Contractor shall use Emergency Services funds to offset the cost of providing Emergency Services to individuals with no insurance.

XI. ASSERTIVE COMMUNITY TREATMENT (ACT) TEAM SUPPORT FUNDS

- A. **General Requirements:** General Funds in the amounts identified in Exhibit B are to be used for the design and sustaining of an Assertive Community Treatment team (ACT). This includes, but is not limited to, the recruitment, hiring, and training of staff, supervision, start-up costs for a new program such as office materials, and non-billable time spent by staff creating an environment to help the program succeed within the community. These funds may also be used to support ACT clients in their community to prevent hospitalization, incarceration, or homelessness.
- B. **7-Days Per Week Coverage:** Additional funding is being made available to the Contractor to increase the availability of one of the Contractor's Assertive Community Treatment team's coverage to 7-days per week. The Contractor will ensure weekend coverage is prioritized to meet the following deliverables for a minimum of 8 hours on Saturday and 8 hours on Sunday, with the specific hours to be determined by the Contractor:
1. Crisis intervention for individuals who may be in crisis and need a crisis evaluation and development of a disposition plan appropriate to the individual's needs by the ACT Team;

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2. Follow-up services in the community for individuals that the treatment team has determined need services provided over the weekend due to the clinical needs of the individual;
 3. Support and/or community based services for individuals who are being discharged from a hospital or other inpatient setting and returning to the community over the weekend.
- C. Contractors establishing a new ACT Team for FY14 shall utilize the additional funding to ensure the new ACT Team meets the criteria detailed above.
- D. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XII. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) SERVICES

- A. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

XIII. EMPLOYMENT DEVELOPMENT INITIATIVE (EDI)

- A. Funds will be used to offset lost productivity for CMHC staff to attend trainings in Supported Employment, an evidence-based practice designed to improve employment opportunities for people with mental illness. The goal will be to improve employment outcomes for clients of the agencies designated to receive these funds.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XIV. NH MEDICAID WELLNESS INCENTIVE PROGRAM (WIP)

- A. The Contractor is a project site in a 5-year grant awarded to the NH Bureau of Behavioral Health by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (WIP) "Healthy Choices, Healthy Changes".
- B. WIP is an intervention supporting exercise, improved nutrition, and smoking cessation, with mentoring and incentives to improve cardiac and metabolic health in clients of the NH Community Mental Health Center (CMHC) system.
- C. WIP will build upon and benefit from the existing infrastructure of the In SHAPE health promotion program established in 2004 for people with SMI at risk of cardiovascular disease.
- D. WIP will offer four (4) "Supported Weight Management" programs":
1. Gym Membership;
 2. In SHAPE (includes gym membership);
 3. Weight Watchers; and
 4. In SHAPE and Weight Watchers.
- E. WIP will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- F. WIP will offer three (3) "Supported Smoking Cessation" programs:
1. Prescriber Referral and Telephone Cognitive Behavior Therapy;
 2. Prescriber Referral and Facilitated Use of Quit line; and
 3. Prescriber Referral alone.

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- G. Incentives Counselors (ICs) will be employed by Dartmouth to:
 - 1. Promote access to the WIP program;
 - 2. Help participants make decisions about health behavior changes; and
 - 3. Encourage the use of incentives.
- H. The Contractor will establish an In SHAPE program, necessary for offering WIP. This includes:
 - 1. Negotiating partnerships with community fitness facilities (gyms and other facilities that promote fitness and health);
 - 2. Hiring Health Mentors (see number of FTE's in Exhibit B): certified fitness trainers who provide the In SHAPE program; and
 - 3. They will also participate in the hiring of an Incentives Counselor, who will be employed by the Dartmouth Center for Aging Research, but will administer the WIP program at the CMHC.
- I. The Contractor will provide space in the offices of the CMHC that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- J. The Contractor will devise and implement a plan to provide transportation assistance to WIP participants, as specified and funded in the grant.
- K. The Contractor will also identify a project site WIP Leader who will work with members of the WIP implementation and evaluation teams at the Bureau of Behavioral Health and Dartmouth to ensure that the project is progressing, as required by the grant.
- L. The CMHCs will partner with WIP project members at BBH and the Dartmouth Center for Aging Research to recruit and enroll a total of:
 - 1. 1,600 CMHC clients eligible for Medicaid in the weight management programs statewide;
 - 2. 2,000 CMHC clients eligible for Medicaid in the smoking education and cessation programs statewide.
- M. The Contractor will provide the information needed for required reporting to CMS, as requested by WIP project members at BBH and the Dartmouth Center for Aging Research.

XV. DATA INFRASTRUCTURE GRANT (DIG)

- A. BBH funding for any CMHC data infrastructure projects or activities is dependent upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. Agencies should seek approval from BBH before planning to use or committing any DIG or federal data infrastructure funds.
- C. Activities that may be funded:
 - 1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines, or
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime), or
 - c. Software and/or training purchased to improve Phoenix data collection, or
 - d. Staff training for collecting new data elements.
 - 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
 - 1. Progress Reports received by BBH according to prior agreement with agencies will:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings, and
 - c. Include progress to meet anticipated deadlines as specified.
 - 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from CMHC IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and

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- c. CMHC may request other payment schedule based on documented need.

XVI. BALANCING INCENTIVE PROGRAM (BIP)

- A. The Balancing Incentive Program (BIP) federal funds are available to enhance the capacity of the Community Mental Health Centers through trainings to serve adults with Severe Mental Illness (SMI) and children with Serious Emotional Disturbance (SED). The trainings supported by this agreement involve unique specialized service models and tools that will improve the core competencies of provider staff to utilize practices that are proven successful in improving outcomes for individuals served and keeping those in need of behavioral health long-term services and supports in their communities and out of institutions.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

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

A. General Requirements

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 Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
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 mental health agency for services. The provision of PATH outreach services may require a lengthy engagement process.
3. The Contractor shall provide an identified full time equivalency PATH worker to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Office of Homeless Housing and Transportation Services.
5. The Contractor will comply with all reporting requirements under the PATH Grant.
6. The PATH worker will 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 will 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.
7. As part of the PATH outreach process the PATH worker will 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

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individual locate emergency and/or permanent housing and mental health treatment.

- B. Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

FY14 Region 5 Exhibit A (DCYF,ACT,ES,EDI,MIPCD,DIG,BIP,PATH)

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FY14 SCOPE OF SERVICE REPORT

AGENCY: Monadnock Family Services

DATE PREPARED: 04/18/2013

PREPARED BY: PETER SKALABAN

Type	Cost Center Number	PROGRAM NAME	PHOENIX INPUT AGENCY NUMBER(S)	Location	CASELOAD/CAPACITY	SUBCONTRACTED YES/NO/PARTIALLY	START DATE	DATE OF SERVICE COMPLETION
MAINTENANCE	100	RSS/DBT Outpatient	1230	Keene, Peterborough, Jaffrey, Antrim, Winchester, Walpole470	341	No		
CHILDREN/ADOLESCENTS	101	Children Services: Case Mngt & Functional Support	0632,1132, 1232,8632,	Keene, Peterborough, Jaffrey, Antrim, Winchester, Walpole	940	No		
OLDER ADULT SERVICES	102	Older Adult Recovery Support Services	0633,1133, 1233,2330, 2333,5233	Keene, Peterborough, Jaffrey Winchester	202	No		
EMERGENCY SERVICES/ ASSESSMENT	104	Acute Services/Emergency Services	5830,5832, 5833	All Locations and mobile	835	no		
VOCATIONAL SERVICES	109	Supported Employment Services	5430,5433	Keene, Peterborough	47	no		
SERVICES TO NON-ELIGIBLES	112	Outpatient services/ substance abuse	1130,1530, 1533,1532	Keene, Peterborough, Jaffrey, Antrim, Winchester, Walpole	1163	no		
MULTI-SERVICE TEAM	113	Case Mgmt, Functional Supports & InShape	0630,8630, 8633,	Keene, Peterborough, Jaffrey, Antrim, Winchester, Walpole	615	No		
ACT TEAM	114	Act Team	1430,1433	Keene	32	No		
COMMUNITY RESIDENCE	122	Emerald House	7530,7533	Keene	9	No		
SUPPORTED LIVING	123	Transitional Housing& Subsidized Living	7730,7733	Keene	7	Yes,/Chesco		
COMMUNITY EDUCATION & TRAINING	130	Acting Out, Prevention		Keene		No		
OTHER (NON-BBH)	199	Volunteers, Development				No		

Part IIB: Services to Adults in State Supported Programs Units/Days of Service

Monadnock Family Services

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

NOTE: Brief /DRF: Report Clinical units in top and patient days in the bottom of block. **IPH and RPH:** Units top, Half day middle, Full days bottom.

	100	102	103	104	106	107	108	109	110	111	112	113	114	Totals
	Maint	Older Adults	Intake	Assessment Emerg. Svcs.	Brief/DRF	IPH	RPH	Voc	Case Mgt.	Social Club Peer/Supp.	Services to Non-Eligibles	Multi-Service Team	ACT TEAM	
1) Units of service to SPMI clients	18384	14676		1200	U	U	U	5256	Do		2450	43372	4300	U 89638 H 0 D 0
2) Units of service to SMI clients	10448	1250		665	U	U	U	504	No		1051	11240	1200	U 26358 H 0 D 0
3) Units of service to low utilizer clients	760	115		15	U	U	U	180	Not			960		U 2030 H 0 D 0
4) Units of service to non eligible adult clients	405	8290		7360	U	U	U		U		8900	323		U 25278 H 0 D 0
5) TOTAL units of service (add #'s 1-4)	29997	24331	0	9240	U	U	U	5940	Use	0	12401	55895	5500	U 143304 H 0 D 0
6) Average daily census in program														

Part IIC: Services to **Children** in State Supported Programs
Number of **Children** Served

Monadnock Family Services

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

(ALL numbers	100	101	103	104 Emerg. Svcs.	106 Assessme nt	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non- Eligibles	113 Multi Service Team	114 ACT Team	*Unduplic ated Totals
Cumulative YTD)	Maint	Children	Intake												
1) Unduplicated number of children SED		284		34						Do		138			345
2) Unduplicated number of children SED Interagency		318		36						No		94			323
3) Unduplicated number of non eligible children										t					
4) TOTAL unduplicated number served in program YTD(add #'s 1-3)		50		113						Use		110			272
*Total of Children for all Agency services, including those who may receive only housing services in PART IIIA	0	652	0	183	0	0	0	0	0	0	0	342	0	0	940

Part IID: Services to **Children** in State Supported Pograms Units/Days of Service

Monadnock Family Services

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

(All Numbers Cumulative YTD)	100	101	103	104 Emerg. Svc.	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non- Eligibles	113 Multi Service Team	114 ACT Team	Totals
1) Units of service to children SED		35765		98	U	U			Do		480			U 36343
2) Units of service to children SED interagency		71298		331	D	H			No		328			H 0
3) Units of service to Non-Eligible Children		756		440	D	D			t					D 0
4) TOTAL services (add #s 1-3)		107819	0	869	U	U	0	0	U	0	3278	0	0	U 111966
5) Average daily census in program					D	H	0		S					H 0
					D	D	0		e					D 0

NOTE: Brief / DRF: Report Clinical units in top and patient days in the bottom of block.
IPH and RPH: Units top, Half day middle, Full days bottom. For all other cost centers report units only in the Top Block.

Part IIE: Specialized Units of Services to Adults and Children

Monadnock Family Services

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

ADULTS

(ALL Numbers Cumulative YTD)

	Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
1) Units of service to SPMI	83,400	4,750	335	68,950

2) Units of service to SMI	14,400	1,320	98	9,005

3) Units of service to Low Utilizer	980	100	6	395

4) Units of service to Non-Eligible	9,910			

CHILDREN

(ALL Numbers Cumulative YTD)

	Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
5) Units of service to SED	33,320	3,200	75	21,950

6) Units of service to SED I/A	66,310	7,500	230	48,240

7) Units of service to OTHER	2,850			

NOTE: Case Management Direct is face-to face or telephone communication with the eligible client and/or guardian. Case Management Indirect is all other Targeted Case Management billable activity.

Lines 1-4: Units of service to Adult SPMI (Line 1), SMI (Line 2), Low Utilizers (Line 3), Non-Eligible (Line 4). Lines 5-7: Units of service to Children SED (Line 5), SED I/A (Line 6), Other (Line 7).

NOTE: To define Medicaid units, use Medicaid billable units in fifteen (15) minute increments. With regard to event-based billing, provide the actual number of fifteen (15) minute units rendered and documented in the record. For example, a comprehensive med check is an event based code, but may take thirty (30) minutes [two (2) units] of time. We would expect you to report two (2) units, not one (1) event. With regard to per diem FSS, we would expect you to report total direct care FSS units delivered by residential staff, rather than one (1) per diem event.

PART IIIA: Program Information - Clients Served

Monadnock Family Services

Name of Agency

FY2014 4th Quarter
Reporting Period (year/quarter)

Community Residence
(by location)

	116	118	122	222	322	422	C.R. Total	Supportive Living	Supportive Living	Independent Housing	Total for All Housing
Crisis/Respite											
Number served YTD			12				12	5			17
1) SPMI			3				3	2			5
2) SMI							0				
3) Low Utilizer							0				
4) Non Eligible Adults							0				
5) Children SED							0				
6) Children SED Interagency							0				
7) Non-Eligible Children							0				
8) Total Unduplicated numbers served YTD (Please enter your unduplicate totals)			15				15	7			22
9) Number of Clients/ beginning of quarter			9				9	5			14
10) Number of Admissions/ current quarter			1				1	1			2
11) Number discharged/ current quarter			1				1	1			2
12) Number of clients in residence at end of current quarter			9				9	5			14

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (B) 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.

Monadnock Family Services

(Contractor Name)

From: 7/1/2013 To: 6/30/2014

(Period Covered by this Certification)

Phil Wyzik, CEO

(Name & Title of Authorized Contractor Representative)

(Contractor Representative Signature)

4/25/2013

(Date)

Contractor Initials: *PD*
 Date: *4/25/13*

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: 07-01-13 through 06-30-14

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

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

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



(Contractor Representative Signature)

Phil Wyzik, CEO

(Authorized Contractor Representative Name & Title)

Monadnock Family Services

(Contractor Name)

4/25/2013

(Date)

Contractor Initials: 

Date: 4-25-13

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) 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.
- (2) 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).

Contractor Initials: pmw

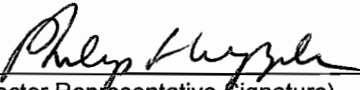
Date: 4/15/03

LOWER TIER COVERED TRANSACTIONS

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


(Contractor Representative Signature)

Phil Wyzik, CEO
(Authorized Contractor Representative Name & Title)

Monadnock Family Services
(Contractor Name)

4/25/2013
(Date)

Contractor Initials: PKW
Date: 4-25-13

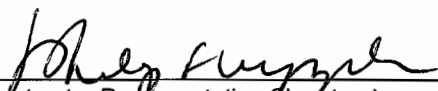
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

Phil Wyzik, CEO
(Authorized Contractor Representative Name & Title)

Monadnock Family Services
(Contractor Name)

April 25, 2013
(Date)

NH Department of Health and Human Services

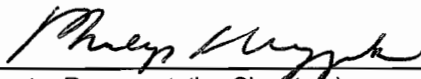
STANDARD EXHIBIT H

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 Representative Signature)	Phil Wyzik, CEO (Authorized Contractor Representative Name & Title)

Monadnock Family Services (Contractor Name)	April 25, 2013 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH DHHS, Div of Community Based Care Services
Bureau of Behavioral Health

The State Agency Name

Monadnock Family Services

Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Phil Wyzik
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Phil Wyzik
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

CEO
Title of Authorized Representative

16 May 2013
Date

4/25/2013
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

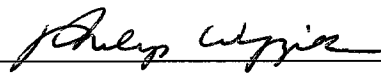
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

	Phil Wyzik, CEO
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Monadnock Family Services	4/25/2013
(Contractor Name)	(Date)

Contractor initials: PM
Date: 4-25-13
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 073966699

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: SEN

Date: 4-25-73

Page # _____ of Page # _____

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A. Of the Price Limit in Block 1.8. of the General Provisions, the funds for services shall be governed by the provisions of Exhibits A, B, C, D, E, F, G, H, I and J. In no event shall the total of initial and monthly payments exceed the maximum Price Limitation in Block 1.8. of the General Provisions of this Agreement. Upon written notice to the Contractor, BBH may reduce State funds allocated under this Agreement as necessary for BBH to meet its obligations reflected in the final FY14 budget appropriation for BBH by the New Hampshire General Court.

2. The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s).

3. For the purpose of billing, a Unit of Service is a period of time during which services are rendered. Where units refer to a specific length of time, units are reimbursed in whole units and time of services is rounded to the nearest whole unit. Unless otherwise stated in rules, fifteen-minute units are reimbursed as follows:

DIRECT SERVICE TIME	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

4. A Day of Service shall mean a 24-hour period for a resident either in a Designated Receiving Facility or Housing Services.

5. A minimum of eight (8) units of service shall be provided to each consumer per half day of program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization and a minimum of twelve (12) units of service shall be provided to each consumer per program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization.

6. All reports required pursuant to this Agreement are due to BBH within timeframes specified by BBH. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period.

7. The following Program funds shall only be expended by the Contractor as directed by the BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Homeless and Housing Federal Grant	\$ 37,000
Division for Children Youth and Families Consultation	1,770
Emergency Services	153,635
Medicaid Incentive for the Prevention of Chronic Disease	52,365
Assertive Community Treatment Team	80,000
Balancing Incentive Program	100,000
Data Infrastructure Grant	10,000
Employment Development Initiative	1,500
Total	\$436,270

Contractor Initials:

Date:

9-5-13

8. The amount of funding listed in the table above for Emergency Services reimbursement is provisional. In the event that Medicaid Expansion occurs in New Hampshire under the Affordable Care Act, BBH may reduce this amount proportionately. In the event that BBH proposes to do so, the Contractor shall be notified by BBH no less than thirty (30) days in advance of any proposed reduction and given an opportunity to discuss the magnitude and/or the timing thereof.

9. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

10. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH may make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. Monthly payments shall be adjusted for expenditures set forth in Paragraph 8. above and amounts paid to initiate services.

11. BBH 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.

12. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.

13. This Agreement is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$235,405

Federal Funds: \$200,865

CFDA #: 93.150

Federal Agency: U.S. Department of Health and Human Services

Program Title: Projects for Assistance in Transition from Homelessness (PATH) P.L. 101-645

Amount: \$37,000

CFDA #: 93.243

Federal Agency: U.S. Department of Health and Human Services

Program Title: Special Initiative for State Mental Health Authorities to Address the Impact of the Economic Downturn through Employment Development (EDI)

Amount: \$1,500

CFDA #: 93.243

Federal Agency: U.S. Department of Health and Human Services

Program Title: NH Mental Health Data Infrastructure Quality Improvement Project (DIG)

Amount: \$10,000

CFDA #: 93.536

Federal Agency: U.S. Department of Health and Human Services

Program Title: Medicaid Incentives for Prevention of Chronic Diseases (MIPCD)

Amount: \$52,365

CFDA #: 93.778

Federal Agency: U.S. Department of Health and Human Services

Program Title: Balancing Incentive Program (BIP)

Amount: \$100,000

Contractor Initials:

Date: MAY 9 - 2013
5-9-13

14. List of State account numbers as referenced in Block 1.6. of the General Provisions form P37:

05-95-92-920010-5945-102
05-95-42-403010-2958-550
05-95-92-920010-1858-502
05-95-92-920010-2087-102
05-95-92-920010-7851-102
05-95-42-423010-7926-102
05-95-49-490510-2985-102

FY14 EXHIBIT B CMHC Region 5

Contractor Initials:

Date: 5-9-13

PKJ
MAY 9 - 2013

EXHIBIT C

SPECIAL PROVISIONS

These Provisions expand upon the General Provisions [Form P-37] of this Agreement.

A. 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.

B. 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.

C. 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 Bureau of Behavioral Health (BBH) upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.14. 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;

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- 8.1.4. Failure to either justify or correct material findings noted in a BBH 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 BBH's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IV.;
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IV., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, IV., A. 2.) for two (2) consecutive months during the contract period; or
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, IV.) for three (3) consecutive months during the contract period.

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

- 8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.
- 8.2.6. Require the Contractor to pay to the State, as liquidated damages, the sum of \$250 in the event that the Contractor has not made available a face-to-face appointment for a consumer leaving New Hampshire Hospital who desires 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. The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by the Contractor's failure to make available an appointment after discharge. The parties agree that this liquidated damages provision represents reasonable compensation for the loss incurred by this breach. The Contractor also agrees that nothing in this section is intended to limit the right of the State to obtain injunctive and other relief as may be appropriate. The State may forward the sum of \$250 to the consumer for whom the Contractor failed to make an appointment available.
- 8.2.7. Give the Contractor written notice of default in the event that the Contractor has failed to

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maintain Fiscal Integrity performance standards as specified in Exhibit C, Paragraph D., and Sub-paragraph 8.1.12. or 8.1.13. The notice shall require the Contractor, within thirty (30) 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:

8.2.7.1. Require the Contractor to submit an additional corrective action plan within fifteen (15) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

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

8.2.7.3. 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.

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

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

G. 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 as defined in the budget instructions and accounting guidelines and statistical reporting form instructions as specified in Exhibits A and C. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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

9.5.1. For fiscal reports, the Contractor shall submit within thirty (30) days after the end of each month a Balance Sheet and a Profit/Loss Statement. Contractors shall also submit quarterly reports, including: Quarterly Functional Revenues and Expenses Report, Quarterly Statistical Reports, a Cash Flow Statement, and a Line of Credit Statement in the specified electronic format as prescribed by BBH. All quarterly reports are due within thirty (30) days of the end of the reporting period.

9.5.1.1. The monthly Balance Sheet and Profit & Loss Statements, as well as, the Quarterly Functional Revenues and Expenses Report, 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.

9.5.1.2. The Functional Revenues and Expenses Report 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.

9.5.1.3. The Contractor shall maintain detailed fiscal records meeting all the requirements specified in the budget instructions and accounting guidelines. Such fiscal records shall be supported

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

9.5.1.5. On or before November 1, 2013, the Contractor shall deliver to BBH, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2013, including the funds received under the fiscal year 2013 Agreement

9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds five hundred thousand dollars (\$500,000) 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 for fiscal years ending on or after December 31, 2003.

9.5.2. The Contractor shall submit Phoenix data in the .csv format on the fifteenth (15th) of each month unless otherwise agreed to by BBH.

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 BBH contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and

9.5.3.3. Submit to BBH all reasonable additional reports and data files as requested on such schedule and in such electronic format that BBH shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.

9.5.3.4. The Contractor agrees to submit to BBH reports on high profile and sentinel events in accordance with the Division of Community Based Care Services policy.

H. Add the following regarding "Termination" to Paragraph 10:

10.1. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH 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 BBH.

10.2. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10.3. The Contractor shall notify BBH if it expects to be generally unable to provide services as the result of a

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natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that BBH 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 BBH 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.

I. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:
ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within thirty (30) business days shall be deemed approval.

12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by BBH for the Contractor in Exhibit A. The Contractor will notify BBH 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 BBH'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, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH 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 BBH's obligations under this Agreement null and void unless, prior to the merger, BBH 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, BBH 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, BBH's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

J. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims re/

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lated to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

- K.** If the Price Limit in Paragraph 1.8., of the General Provisions is greater than two hundred fifty thousand dollars (\$250,000), 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 than two million dollars (\$2,000,000) per claim or occurrence; and

- L.** 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 BBH 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.

- M.** 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

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National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

22.5. Notwithstanding those prior contracts, BBH 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 BBH in advance. The Contractor shall provide BBH 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. BBH 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 BBH finds that eligible persons will probably benefit, BBH shall approve the disposition. If BBH finds that eligible persons probably will not benefit, BBH may disapprove the disposition. Failure by BBH 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 BBH does not approve of the disposition, the Contractor and BBH 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, BBH and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.

22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.

22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.

22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

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22.13. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

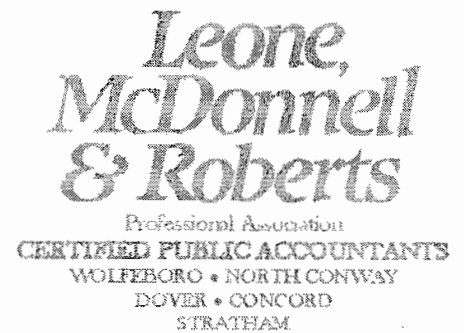
EXHIBIT C FY14 CMHC

Contractor Initials:

Date: 5-9-13

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To the Board of Directors of
Monadnock Family Services, Inc.
Keene, New Hampshire



INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statement of financial position of Monadnock Family Services, Inc. (a New Hampshire nonprofit organization) as of June 30, 2012, and the related statements of activities, cash flows and functional expenses for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized comparative information has been derived from the Organization's 2011 financial statements and, in our report dated September 26, 2011, we expressed an unqualified opinion on those financial statements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services, Inc. as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

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

Leone, McDonnell & Roberts
Professional Association

October 18, 2012
Wolfeboro, New Hampshire

MONADNOCK FAMILY SERVICES, INC.**STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2012 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION****ASSETS**

	Unrestricted	Temporarily Restricted	Permanently Restricted	2012 Total	2011 Total
CURRENT ASSETS					
Cash and equivalents	\$ 32,176	\$ 76,453	\$ -	\$ 108,629	\$ 76,453
Accounts receivable:					
Client fees	501,171	-	-	501,171	419,379
Medicaid and Medicare	772,742	-	-	772,742	580,119
Insurance	225,196	-	-	225,196	173,191
Other	116,953	-	-	116,953	250,503
Allowance for doubtful accounts	(634,995)	-	-	(634,995)	(435,713)
Contributions receivable	-	-	-	-	6,250
Prepaid expenses	66,248	-	-	66,248	44,126
Other assets	124,046	-	-	124,046	-
Total current assets	1,203,537	76,453	-	1,279,990	1,114,308
PROPERTY					
Furniture, fixtures and equipment	503,086	-	-	503,086	471,036
Vehicles	125,803	-	-	125,803	125,803
Building and leasehold improvements	205,280	-	-	205,280	111,371
Total	834,169	-	-	834,169	708,210
Less accumulated depreciation	559,507	-	-	559,507	509,533
Property, net	274,662	-	-	274,662	198,677
OTHER ASSETS					
Due from affiliates	10,279	-	-	10,279	17,373
Interest in net assets of Foundation	855,600	-	81,214	936,814	1,781,894
Total other assets	865,879	-	81,214	947,093	1,799,267
Total assets	\$ 2,344,078	\$ 76,453	\$ 81,214	\$ 2,501,745	\$ 3,112,252

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES					
Demand notes payable	\$ 924,782	\$ -	\$ -	\$ 924,782	\$ 1,278,782
Current portion of capital lease obligations	44,149	-	-	44,149	32,930
Cash overdraft	-	-	-	-	28,438
Accounts payable	154,603	-	-	154,603	280,620
Accrued salaries, wages, and related expenses	257,102	-	-	257,102	251,344
Refundable advances	97,423	-	-	97,423	85,049
Other current liabilities	43,783	-	-	43,783	24,655
Total current liabilities	1,521,842	-	-	1,521,842	1,981,818
LONG TERM LIABILITIES					
Due to affiliate	22,283	-	-	22,283	92,749
Capital lease obligations, net of current portion as shown above	52,207	-	-	52,207	14,849
Total long term liabilities	74,490	-	-	74,490	107,598
Total liabilities	1,596,332	-	-	1,596,332	2,089,416
NET ASSETS					
Unrestricted	747,746	-	-	747,746	865,169
Temporarily restricted	-	76,453	-	76,453	76,453
Permanently restricted	-	-	81,214	81,214	81,214
Total net assets	747,746	76,453	81,214	905,413	1,022,836
Total liabilities and net assets	\$ 2,344,078	\$ 76,453	\$ 81,214	\$ 2,501,745	\$ 3,112,252

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2012 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2012 Total</u>	<u>2011 Total</u>
CHANGES IN NET ASSETS					
Public support and revenue					
Program service fees	\$ 7,592,423	\$ -	\$ -	\$ 7,592,423	\$ 7,040,184
Donations	838,447	-	-	838,447	199,530
Program sales	333,436	-	-	333,436	397,435
Forgiveness of debt	277,083	-	-	277,083	-
United Way	253,161	-	-	253,161	282,326
Other public support	225,338	-	-	225,338	310,543
Local/County government	184,650	-	-	184,650	212,292
Federal funding	173,184	-	-	173,184	273,152
State of New Hampshire	97,819	-	-	97,819	147,925
Rental income	17,524	-	-	17,524	21,003
Net (loss) gain on beneficial interest in Foundation	(845,080)	-	-	(845,080)	250,896
Other income	16,888	-	-	16,888	42,877
Total public support and revenue	<u>9,164,873</u>	<u>-</u>	<u>-</u>	<u>9,164,873</u>	<u>9,178,163</u>
Expenses					
Program services					
Maintenance	315,502	-	-	315,502	184,576
Children & Adolescents	2,306,571	-	-	2,306,571	2,125,269
Elderly Services	738,496	-	-	738,496	808,592
Emergency Services/Assessment	626,353	-	-	626,353	595,690
Vocational Services	106,741	-	-	106,741	107,888
Case Management	1,336,985	-	-	1,336,985	1,281,435
Non-Specialized Outpatient	1,272,277	-	-	1,272,277	1,571,772
Respite/Crisis	-	-	-	-	4,621
Community Residences	459,664	-	-	459,664	251,881
Supportive Living	30,254	-	-	30,254	191,973
Community Education & Training	396,305	-	-	396,305	526,989
Non-DMH/DS Funded	968,847	-	-	968,847	830,245
Supporting activities					
General management	724,301	-	-	724,301	1,125,611
Total expenses	<u>9,282,296</u>	<u>-</u>	<u>-</u>	<u>9,282,296</u>	<u>9,606,542</u>
CHANGES IN NET ASSETS	(117,423)	-	-	(117,423)	(428,379)
NET ASSETS - BEGINNING OF YEAR	<u>865,169</u>	<u>76,453</u>	<u>81,214</u>	<u>1,022,836</u>	<u>1,451,215</u>
NET ASSETS - END OF YEAR	<u>\$ 747,746</u>	<u>\$ 76,453</u>	<u>\$ 81,214</u>	<u>\$ 905,413</u>	<u>\$ 1,022,836</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2012 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2012 Total</u>	<u>2011 Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES					
Change in net assets	\$ (117,423)	\$ -	\$ -	\$ (117,423)	\$ (428,379)
Adjustments to reconcile change in net assets to net cash from operating activities:					
Depreciation and amortization	49,973	-	-	49,973	42,741
Change in allowance for doubtful accounts	199,282	-	-	199,282	(171,996)
Forgiveness of debt	(277,083)	-	-	(277,083)	25,386
Loss (gain) on beneficial interest in Foundation	845,080	-	-	845,080	(250,896)
(Increase) decrease in assets:					
Accounts receivable	(192,870)	-	-	(192,870)	438,750
Contributions receivable	6,250	-	-	6,250	23,675
Prepaid expenses	(22,122)	-	-	(22,122)	1,979
Other assets	(124,046)	-	-	(124,046)	-
Note receivable	(1,132)	-	-	(1,132)	(15,000)
Increase (decrease) in liabilities:					
Cash overdraft	(28,438)	-	-	(28,438)	(4,086)
Accounts payable	(126,017)	-	-	(126,017)	102,493
Accrued salaries, wages, and related expenses	7,841	-	-	7,841	(3,812)
Refundable advances	12,374	-	-	12,374	(1,263)
Other current liabilities	19,128	-	-	19,128	(26,027)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>250,797</u>	<u>-</u>	<u>-</u>	<u>250,797</u>	<u>(266,435)</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Decrease in due to / from affiliate	(62,240)	-	-	(62,240)	(144,601)
Additions to property and equipment	(23,834)	-	-	(23,834)	(106,162)
NET CASH USED IN INVESTING ACTIVITIES	<u>(86,074)</u>	<u>-</u>	<u>-</u>	<u>(86,074)</u>	<u>(250,763)</u>
CASH FLOWS FROM FINANCING ACTIVITIES					
Net repayment of capital lease obligations	(53,547)	-	-	(53,547)	(3,520)
Net (repayment) borrowings on demand notes payable	(79,000)	-	-	(79,000)	471,000
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	<u>(132,547)</u>	<u>-</u>	<u>-</u>	<u>(132,547)</u>	<u>467,480</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	<u>32,176</u>	<u>-</u>	<u>-</u>	<u>32,176</u>	<u>(49,718)</u>
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>-</u>	<u>76,453</u>	<u>-</u>	<u>76,453</u>	<u>126,171</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 32,176</u>	<u>\$ 76,453</u>	<u>\$ -</u>	<u>\$ 108,629</u>	<u>\$ 76,453</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:					
Cash paid for interest				<u>\$ 47,125</u>	<u>\$ 45,595</u>
NON CASH OPERATING AND FINANCING ACTIVITIES					
Acquisition of equipment financed with capital lease				<u>\$ 102,124</u>	<u>\$ 25,500</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2012
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Maintenance	Children & Adolescents	Elderly Services	Emergency Services/Assessment	Vocational Services	Case Management	Non-Specialized Outpatient	Community Residence	Supportive Living	Community Education & Training	General Management	Total DMH/OS Funded	Total Non-DMH/OS Funded	2012 Totals	2011 Totals
PERSONNEL COSTS															
Salaries and wages	\$ 184,583	\$ 1,337,880	\$ 411,468	\$ 403,506	\$ 59,366	\$ 766,779	\$ 694,287	\$ 176,604	\$ 844	\$ 186,810	\$ 375,102	\$ 4,597,229	\$ 554,797	\$ 5,152,026	\$ 5,162,924
Employee benefits	42,656	347,251	113,581	58,188	20,180	217,794	178,595	47,059	510	69,388	71,688	1,166,890	119,037	1,285,927	1,175,289
Payroll taxes	12,567	113,711	33,555	33,261	4,921	64,528	55,913	15,012	69	17,372	29,579	380,488	43,568	424,056	427,652
PROFESSIONAL FEES															
Substitute staff	12,133	89,626	6,829	56,736	225	3,745	146,559	164,663	-	608	68,500	549,424	12,776	582,200	730,947
Audit fees	1,231	9,830	3,269	1,667	581	6,257	4,955	1,358	13	1,930	1,816	32,907	3,163	36,070	35,619
Legal fees	160	1,252	415	224	71	795	622	172	2	270	223	4,206	413	4,619	25,787
Other professional fees	3,322	16,340	11,680	750	-	1,380	(2,475)	-	-	28,711	15,775	75,483	24,862	100,345	205,264
STAFF DEVELOPMENT AND TRAINING															
Journals and publications	-	1	123	-	-	-	54	190	-	-	230	588	1,422	2,020	2,197
Conferences and conventions	-	1,999	203	-	-	400	231	-	-	-	-	2,833	657	3,490	2,565
Other staff development	160	3,252	153	(76)	569	3,660	876	-	-	7	359	8,960	780	9,740	16,426
OCCUPANCY COSTS															
Rent	37,890	115,354	34,466	34,350	6,382	92,381	79,506	6,021	20,483	17,427	40,605	484,865	67,650	552,515	581,318
Heating costs	-	-	-	-	-	-	814	-	-	-	-	814	-	814	589
Other utilities	2	16	5	3	1	10	603	2	-	3	3	648	-	653	795
Repairs and maintenance	651	4,214	2,169	825	256	3,046	2,227	1,216	5	2,062	1,648	18,319	2,142	20,461	23,036
Other occupancy costs	3,429	9,541	7,011	4,191	1,104	12,167	15,149	413	-	6,211	21,016	80,232	12,383	92,615	86,154
CONSUMABLE SUPPLIES															
Office supplies and equipment	1,277	6,523	2,455	1,930	445	5,311	6,279	685	3	3,889	4,827	33,624	4,373	37,997	46,224
Building and household	412	929	3,057	479	148	1,773	1,160	3,450	127	799	1,294	13,628	1,273	14,901	25,194
Educational and training	-	20	-	-	-	-	45	-	-	5,932	-	5,997	414	6,411	3,048
Food	192	15,716	15,804	127	516	9,487	672	28,499	7,235	1,202	1,799	81,249	694	81,943	98,873
Medical supplies	1,857	792	708	-	-	45	1,096	34	-	-	-	4,532	-	4,532	4,898
DEPRECIATION															
Other consumable supplies	1,036	1,532	407	126	43	880	1,267	102	2	1,192	940	7,527	13,888	21,415	26,435
EQUIPMENT RENTAL	718	1,186	4,999	1,075	305	3,769	1,758	34	-	6,563	1,106	21,533	28,440	49,973	42,741
EQUIPMENT MAINTENANCE															
Equipment	558	3,341	1,675	767	264	3,073	2,670	541	-	1,873	3,307	18,069	2,742	20,811	21,857
ADVERTISING															
Advertising	144	1,236	1,044	200	63	738	856	435	2	230	725	5,973	13,730	19,403	21,758
PRINTING															
Printing	2,162	6,777	2,795	1,334	169	7,963	12,785	2,031	4	12,120	10,842	58,982	3,758	62,740	80,636
TELEPHONE															
Telephone	42	68	23	58	20	182	542	7	-	1,561	35	2,538	4,376	6,914	13,992
POSTAGE															
Postage	2,779	31,912	14,025	8,749	3,166	24,455	21,254	4,677	801	12,281	9,518	133,717	12,517	146,234	139,497
TRANSPORTATION															
Staff	1,040	148,344	11,988	13,516	6,320	55,188	14,090	920	22	3,027	3,704	258,159	8,784	266,943	243,814
Clients	4	192	42,034	40	-	13,281	51	264	-	1,534	-	57,400	-	57,400	41,032
ASSISTANCE TO INDIVIDUALS															
Client services	227	10,090	741	40	8	22,192	147	737	-	5,781	27	39,980	229	40,219	47,367
INSURANCE															
Malpractice and bonding	2,385	11,085	3,499	1,371	476	5,115	12,600	1,110	12	1,629	1,423	40,705	2,613	43,318	64,308
Vehicles	-	379	2,731	-	-	35	-	1,365	-	986	-	5,496	-	5,496	5,454
Comprehensive property and liability	1,603	12,818	4,256	2,181	758	8,149	6,451	1,768	18	2,572	2,268	42,842	4,571	47,413	47,225
MEMBERSHIP DUES															
Membership dues	105	1,236	1,010	416	50	535	1,252	116	2	478	589	5,789	1,040	6,829	8,528
INTEREST EXPENSE															
Interest expense	-	4	25	-	-	2	7,673	40	-	23	36,198	43,965	5,243	49,208	47,678
OTHER															
Other	28	1,502	280	119	195	1,058	208	85	-	1,268	17,204	21,947	7,544	29,491	80,025
TOTAL FUNCTIONAL EXPENSES	\$ 315,502	\$ 2,305,571	\$ 738,495	\$ 626,353	\$ 106,741	\$ 1,336,985	\$ 1,272,277	\$ 459,664	\$ 30,254	\$ 386,305	\$ 724,301	\$ 8,313,449	\$ 968,847	\$ 9,282,296	\$ 9,606,542

See Notes to Financial Statements



WELL-BEING

*Individual
Family/Organization
Community*

Our Mission

Our mission is to be a source of health and hope for people and the communities in which they live. We foster mental and emotional wellness for individuals of all ages. We create services that heal, education that transforms, and advocacy that brings a just society.

Our Vision

MFS strives for respectful community response to the needs of citizens with mental illness and other behavioral disorders. Individuals and families will have access to support services and opportunities necessary to pursue a life course of their choosing.

Our Values

Respect: courteous regard toward all

Excellence: exceed expectations in all areas of service

Access: timely and affordable care

Innovation: pursuit of better care through creativity

Inclusion: full integration into community life

Learning: empowerment through knowledge

Collaboration: achieving goals through alliances

Independence: freedom to achieve self-determination



A United Way Agency

64 Main Street, Keene, NH 03431 · 603 357-5270 · Fax 603 357-6875 · www.mfs.org

KEY ADMINISTRATIVE PERSONNEL - FY2014

MONADNOCK FAMILY SERVICES

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Philip Wyzik	1.00	\$ 130,000.00	\$ 53,368.06	41%
Chief Financial Officer	Gigi Batchelder	1.00	\$ 79,547.00	\$ 32,655.92	41%
Medical Director	Marianne Marsh	1.00	\$ 188,700.00	\$ 77,465.80	41%
Chief Operations Officer	Vacant	0.00	\$ -	\$ -	#DIV/0!

Philip F. Wyzik MA

EXPERIENCE

Monadnock Family Services, 64 Main St, Keene NH

Chief Executive Officer (Current)

Responsible for all aspects of the leadership of a community mental health center in Cheshire County. Services focus on clientele considered eligible for state supported care, out patient behavioral health counseling, prevention services and adult care for seniors.

The Mental Health Association of Connecticut, 20-30 Beaver Rd, Wethersfield CT 06109

President and CEO (9-08 to 6-1-12)

Responsible for all aspects of executive leadership of a \$9 million dollar private not for provide mental health agency. Services offered to adults with severe and persistent mental illness include housing, psychosocial rehabilitation, and supported employment; provide leadership and supervision to Executive staff and Program Directors. Work includes interface and coordination with Board of Directors, direct supervision of advocacy, lobbying and public education efforts.

West Central Behavioral Health, Inc., 9 Hanover St, Lebanon, New Hampshire 03766

Senior Vice President of Operations (1-91 to 9-08)

Responsible for the executive leadership and management of a private not-for-profit community mental health center. Duties include: **Program development and performance management:** responsible development and monitoring of annual operation plan to achieve key service outcomes and fiscal effectiveness, internal quality assurance and management, including leading workgroups to implement new treatment paradigms and improvements. Accomplished successful grant applications and negotiated contracts, including US Government contract procurement and management under the Javitts Wagner O'Day program. Assisted with marketing and internal and external customer service. Planned conversion of two day rehab programs into pioneering supported employment service.

Supervision and training of agency leaders: responsible for personnel development, quality assurance and risk management; designed and implemented a new, proactive employee review and development process. Planned and supervised the renovation and relocation of three clinical offices. Lead agency wide staff satisfaction survey process; developed work life committee to improve employee input into agency decisions.

Public Relations / fundraising: Conceived, organized and promoted all aspects of a two day fundraiser ("Paddlepower") that increased public awareness about suicide and visibility for the agency. Current member of NH Suicide Prevention Advisory Committee and Garrett Lee Smith Advisory Committee.

Information Technology: Supervised IT department of three FTEs since 2006, including the implementation of an electronic medical record for improved clinical flow, efficiency and compliance. Lead system improvement efforts to accommodate regulatory and reimbursement changes and mandates, and accompanying staff training efforts.

Substitute for the CEO: Handle internal, external, and State responsibilities.

Little Rivers Health Care Inc, PO Box 377, Bradford VT

Interim Chief Executive Officer (Sept 2005 to June 2006)

Under management service agreement with current employer, served as first CEO of a Federally Qualified Health Center. Duties involved all aspects of merging three disparate primary care offices into one organization. Developed initial Human Resource policies and plans, facilitated clinical and quality policy development, initiated start up fiscal plan and structure. Served as the liaison to Health Resource Services Administration Office of Grants Management and Project Development and facilitated development of Board members. Elected to the Board of Directors of Bi State Primary Care Association.

University System of New Hampshire, Granite State College

Faculty Member (November 2000 to present)

Teaching HLTC 600 *Continuous Quality Improvement*, HLTC 629 *Legal and Ethical Issues in Health and Human Services*, and HLTC 627 *Financing and Reimbursement in Healthcare*, and HLTC 550 *The US Healthcare Industry* (all online courses.) Taught numerous students on independent contract learning projects. Familiar with Blackboard, WebCT, and Moodle course management systems.

Worcester Area Community Mental Health Center, Inc, Worcester, Ma. 01609

Director of Rehabilitation (12-84 to 12-90)

Organized and lead social/vocational rehabilitation department serving mentally ill adults. Responsibilities included: Day-to-day management of a psychosocial rehabilitation program for severely mentally ill adults, program development, strategic planning and evaluation activities. Assisted in interdepartmental and interagency communication and public relations. Primary liaison to Mass Rehab Commission for vocational rehabilitation. Completed grant applications, hired and supervised staff; Held previous roles including Program Coordinator, Rehabilitation Counselor, Group Leader and Clinician.

Chandler St. Center, Inc., 162 Chandler St., Worcester, Ma. 01609

Substance Abuse Counselor (5-83 to 12-84)

Philip F. Wyzik,
56 Rivervale Rd,
Piermont NH 03779
(603-272-9269)

Performed intake, crisis intervention, assessment, case management and addiction therapy around heroin and cocaine abuse for teen and adult clients. Facilitated support groups and completed court ordered assessments.

St. Joseph Church, 41 Hamilton St, Worcester, Ma. 01604

Religious Education Coordinator (6-81 to 6-83)

Supervised and coordinated all aspects of church based education program; recruited and trained volunteer teachers. Provided instruction for child, teen and adult classes.

Notre Dame High School, Fitchburg, Ma.

Teacher (9-82 to 6-83) -- Taught junior and senior high students in Religious Education and substitute taught Spanish I.

St Joseph School, Somerville, Ma.

Teacher (9-78 to 6-80) -- Instructed five grade levels in Religion, Art, and Social Studies.

COMMUNITY SERVICE

Outreach House, Hanover NH (501.3C assisted living facility for nine seniors)

Board of Director, October 1998 to 2000 [approximately]

Ivy Place Condominiums, Lebanon NH (50 unit condominium facility)

Board of Director, 1992 thru 1997 [approximately]

Lebanon Riverside Rotary

Club member, chair of International Services Committee, 1992 thru 1996

EDUCATION

Master of Arts, Counseling Psychology, Assumption College, Worcester Ma. 1984.

Bachelor of Arts, Religious Studies (magna cum laude), Assumption College, Worcester, Ma. 1978.

- "Leadership Upper Valley," May 2008 sponsored by the Lebanon Chamber of Commerce.
- "Institute for Non Profit Management," Antioch New England Graduate School, Hanover, NH, Spring 2004.
- "FIPSE (Fund for Improvement of Postsecondary Education) Training for Part Time Faculty Teaching Adult Learners," College for Lifelong Learning, Concord, NH, Fall, 2002.
- "Improving Managerial Leadership and Effectiveness", "The Art of Negotiation," "Delivering Superior Customer Service," and "Contract Pricing," NISH Institute for Leadership and Professional Development.

PUBLICATIONS

Munetz MD, Birnbaum A, Wyzik PF: An Integrative Ideology to Guide Community Based Multidisciplinary Care of Severely Mentally Ill Patients. Hospital and Community Psychiatry, June 1993, vol. 44, no 6.

Drake RE, Becker DR, Biesanz JC, Torrey WC, McHugo GJ, Wyzik PF: Rehabilitative Day Treatment vs Supported Employment: Vocational Outcomes. Community Mental Health Journal, October 1994;30:519-532.

Torrey W, Clark RE, Becker D, Wyzik P, Drake RE: Switching from Rehabilitative Day Treatment to Supported Employment. Continuum: Developments in Ambulatory Care, Jossey-Bass Inc. Spring, 1997, vol 4, no 1.

Drake RE, Becker D, Biesanz J, Wyzik P: Day Treatment Versus Supported Employment for Persons with Severe Mental Illness: A Replication Study. Psychiatric Services, October 1996, vol 47, no 10.

Becker D, Torrey W, Toscano R, Wyzik P, Fox T: Building Recovery Oriented Services: Lessons from Implementing IPS in Community Mental Health Centers. Psychiatric Rehabilitation Journal, Summer 1998, vol 22, no 1.

Torrey, W, Wyzik PF: New Hampshire Clinical Practice Guidelines for Adults in Community Support Programs, (unpublished monograph).

Torrey, W, Wyzik PF: The Recovery Vision as a Service Improvement Guide for Community Mental Health Journal, April 2000, vol 36, No 2.

Torrey, W, Drake RE, Cohen M, Fox L, Lynde D, Gorman P, and Wyzik PF: The Challenge of Implementing and Sustaining Integrated Dual Disorders, Community Mental Health Journal, December 2002, Vol 38, no 6.

Salyers MP, Becker DR, Drake RE, Torrey WC, and Wyzik PF: A Ten Year Follow up of Supported Employment (in press).

Torrey WC, Finnerty M, Evans A, Wyzik P: Strategies for leading the implementation of Evidence-based practices, Psychiatric Clinics of North America, 26(4): 883-897, 2003.

Wyzik L, "Grassroots Armada for Suicide Prevention" Behavioral Healthcare Tomorrow, 14(4): 14-15, 2005.

AWARDS

Named Administrator of the Year, October 1994, by the New Hampshire Alliance for the Mentally Ill.

Philip F. Wyzik,
56 Rivervale Rd,
Piermont NH 03779
(603-272-9269)

PRESENTATIONS

- "The Legacy of Clifford Beers." Presented June 12, 2009 at Centennial Conference, Mental Health America, Washington DC.
- "Thinking of a Change?" Implementing the new NH Medicaid rule in the mental health center, for the Bureau of Behavioral Health, March 27, 28, 2007.
- "Suicide Prevention: Friend raising, Fundraising" at US Psychiatric Rehabilitation Association 30th annual conference, Philadelphia PA, May 24, 2005.
- "Teamwork in Residential Settings" for the Therapeutic Living Community, Norwich CT, April 2003, on behalf of the West Institute of the NH Dartmouth Psychiatric Research Center.
- "Vocational Rehabilitation System's Change" – two day personal consultation for Terros, 3118 E McDowell Rd, Phoenix, Arizona, April 2000.
- "Recovery and Systems Thinking," Value Options, Phoenix AZ, July 28, 1999.
- "CMHC Cultures that Work for Work," Following Your Dreams Conference, Nashua NH, May 21, 1999.
- "IPS Implementation, Tools and Recovery," IPS Plus Project, Regional Research Institute, Portland, Oregon, May 14, 1999.
- "Implementing IPS," Options for Southern Oregon, Grants Pass Oregon, May 13, 1999.
- "Facilitating Recovery by Effectively Supporting Work," Value Options Best Practices Summit IV, Boston MA, Oct. 21-23, 1998.
- "Health Care as a System: Case Management," Executive Directors, NH Division of Behavioral Health, Concord, NH, July 15, 1998.
- "Implementing Individual Placement and Support: Obstacles and Solutions," Western Region Best Practice Conference, Colorado Health Network, Santa Fe NM, Dec. 4-5, 1997.
- "Supported Employment as an Important Element in the Process of Recovering from Severe Mental Disorders," New England IPS Retreat, Newport RI, June 5, 1997.
- "From Day Treatment to Vocational Services," New England IAPSRs Conference, June 1995.
- "Work in the Community: Two Program Conversion Success Stories," Institute for Community Inclusion, Auburn, MA, October 1994.

REFERENCES:

Neugeboren, J, Transforming Madness, William Morrow and Co, 1999, pgs 153-154, 157-159, 163, 164, 170.
Personal references furnished upon request.

Monadnock Family Services

Board of Directors

2013 / 2014

Updated March 21, 2013

CHAIR

Robert Rooney

VICE CHAIR / ASST SECRETARY

Nancy Vincent

TREASURER

Jill Batty

SECRETARY

Jane Larmon

Ivy Merrill

Alfred John Santos

Sarah Webb

Michael DiRusso

Dr. Robert Englund

David Bergeron

Audrey Hadcock

Louise Zerba

Susan Doyle

Diane Croteau

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire nonprofit corporation formed March 5, 1924. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2013

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

William M. Gardner
Secretary of State

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Maintenance 100	Children & Adolescents 101	Older Adult Services 102	Emergency Services/ Assessment 104
400 PROG. SERV. FEES							
401 Net client fees	276,089	0	276,089	33,687	24,827	130,504	13,867
402 HMO's	0	0	0	0	0	0	0
403 BC/BS	0	0	0	0	0	0	0
404 Medicaid	6,574,443	0	6,574,443	334,612	2,981,003	441,825	156,844
405 Medicare	116,936	0	116,936	61,034	5,982	4,329	12,387
406 Other insurance	564,855	0	564,855	115,540	180,308	80,180	73,736
411 Other program fees	15,038	0	15,038	0	2,009	0	0
SUBTOTAL	7,547,361	0	7,547,361	544,873	3,194,129	656,838	256,835
420 PROG. SALES							
421 Production	0	0	0	0	0	0	0
422 Service	77,011	0	77,011	0	4,992	0	0
430 PUBLIC SUPPORT							
431 United Way	231,500	0	231,500	0	15,000	37,500	42,500
432 Local/County Government	181,140	0	181,140	5,257	21,754	0	28,572
433 Donations/Contributions	249,870	0	249,870	0	0	0	0
434 Bur. Developmental Services	0	0	0	0	0	0	0
435 Other public support	124,420	0	124,420	0	124,420	0	0
436 Div. Voc. Rehab.	0	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	97,819	0	97,819	0	0	0	0
438 Div. for Children, Youth & Families	1,770	0	1,770	0	1,770	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
440 FEDERAL FUNDING							
441 Block Grants	0	0	0	0	0	0	0
442	0	0	0	0	0	0	0
443	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0
445 Other Federal Grants	266,878	10,000	256,878	0	50,000	23,600	0
446 PATH	37,000	0	37,000	0	0	0	37,000
447	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
450 OTHER REVENUE							
451 Rental Income	20,000	0	20,000	0	0	0	0
452 Interest Income	200	0	200	0	0	0	0
453 In-Kind Donations	0	0	0	0	0	0	0
454 All Other Revenue	1,500	0	1,500	0	0	0	0
480 BBH							
481 Bur. of Behavioral Health	233,635	0	233,635	0	0	0	153,635
482 Other BBH	0	0	0	0	0	0	0
483	0	0	0	0	0	0	0
484	0	0	0	0	0	0	0
SUBTOTAL	9,070,104	10,000	9,060,104	550,130	3,412,065	717,938	518,542
500 General Management Allocation	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES	9,070,104	10,000	9,060,104	550,130	3,412,065	717,938	518,542

FY 2014 BUDGET

	Vocational Services 109	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Respite/Crisis 116	Community Residence 122	Supportive Living 123
400 PROG. SERV. FEES							
401 Net client fees	1,724	31,622	34,345	4,707	0	656	150
402 HMO's	0	0	0	0	0	0	0
403 BC/BS	0	0	0	0	0	0	0
404 Medicaid	101,826	125,976	1,616,292	270,817	0	260,633	284,614
405 Medicare	1,396	10,782	16,836	4,189	0	0	0
406 Other insurance	15,740	88,043	9,159	1,913	0	236	0
411 Other program fees	0	0	0	0	0	13,029	0
SUBTOTAL	120,687	256,423	1,676,632	281,627	0	274,554	284,764
420 PROG. SALES							
421 Production	0	0	0	0	0	0	0
422 Service	0	0	0	0	0	0	0
430 PUBLIC SUPPORT							
431 United Way	0	70,500	0	0	0	0	0
432 Local/County Government	0	109,785	15,771	0	0	0	0
433 Donations/Contributions	0	0	0	0	0	0	0
434 Bur. Developmental Services	0	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0	0
436 Div. Voc. Rehab.	0	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	97,819	0	0	0	0	0
438 Div. for Children, Youth & Families	0	0	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
440 FEDERAL FUNDING							
441 Block Grants	0	0	0	0	0	0	0
442	0	0	0	0	0	0	0
443	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0
445 Other Federal Grants	1,500	0	102,365	0	0	0	0
446 PATH	0	0	0	0	0	0	0
447	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
450 OTHER REVENUE							
451 Rental Income	0	0	0	0	0	0	20,000
452 Interest Income	0	0	0	0	0	0	0
453 In-Kind Donations	0	0	0	0	0	0	0
454 All Other Revenue	0	0	0	0	0	0	0
480 BBH							
481 Bur. of Behavioral Health	0	0	0	80,000	0	0	0
482 Other BBH	0	0	0	0	0	0	0
483	0	0	0	0	0	0	0
484	0	0	0	0	0	0	0
SUBTOTAL	122,187	534,527	1,794,768	361,627	0	274,554	304,764
500 General Management Allocation	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES	122,187	534,527	1,794,768	361,627	0	274,554	304,764

FY 2014 BUDGET

		Community Education & Training 130	Other Non-BBH 199
400	PROG. SERV. FEES		
401	Net client fees	0	0
402	HMO's	0	0
403	BC/BS	0	0
404	Medicaid	0	0
405	Medicare	0	0
406	Other insurance	0	0
411	Other program fees	0	0
	SUBTOTAL	0	0
420	PROG. SALES		
421	Production	0	0
422	Service	21,466	50,553
430	PUBLIC SUPPORT		
431	United Way	34,000	32,000
432	Local/County Government	0	0
433	Donations/Contributions	0	249,870
434	Bur. Developmental Services	0	0
435	Other public support	0	0
436	Div. Voc. Rehab.	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0
438	Div. for Children, Youth & Families	0	0
439	State Emergency Shelter Grant	0	0
440	FEDERAL FUNDING		
441	Block Grants	0	0
442		0	0
443		0	0
444	HUD	0	0
445	Other Federal Grants	0	79,413
446	PATH	0	0
447		0	0
448	MHSIP	0	0
450	OTHER REVENUE		
451	Rental Income	0	0
452	Interest Income	0	200
453	In-Kind Donations	0	0
454	All Other Revenue	0	1,500
480	BBH		
481	Bur. of Behavioral Health	0	0
482	Other BBH	0	0
483		0	0
484		0	0
	SUBTOTAL	55,466	413,536
500	General Management Allocation	0	0
	TOTAL PROGRAM REVENUES	55,466	413,536

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Maintenance 100	Children & Adolescents 101	Older Adult Services 102	Emergency Services/ Assessment 104
600 PERSONNEL COSTS							
601 Salary & Wages	5,191,812	574,649	4,617,163	558,926	1,390,381	431,556	321,928
602 Employee Benefits	1,237,594	108,449	1,129,145	126,288	355,822	112,124	65,822
603 Payroll Taxes	446,808	48,156	398,652	47,748	120,854	37,446	27,226
SUBTOTAL	6,876,214	731,254	6,144,960	732,963	1,867,057	581,126	414,976
610 Client Wages	0	0	0	0	0	0	0
620 PROFESSIONAL FEES							
621 Substitute Staff	361,279	0	361,279	22,057	93,206	0	11,594
622 Client Evaluations/Services	0	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0	0
625 Audit Fees	36,757	3,093	33,664	3,712	10,683	3,268	1,945
626 Legal Fees	5,170	435	4,735	522	1,501	459	274
627 Other Prof. Fees/Consultations	22,765	6,000	16,765	1,032	1,371	2,251	929
630 STAFF DEV & TRAINING							
631 Journals & Publications	1,000	1,000	0	0	0	0	0
632 In-Service Training	0	0	0	0	0	0	0
633 Conferences & Conventions	5,150	1,000	4,150	0	750	0	500
634 Other Staff Development	122,030	1,737	120,293	2,075	56,001	1,836	1,084
640 OCCUPANCY COSTS							
641 Rent	540,704	85,746	454,958	54,003	110,347	68,573	37,372
642 Mortgage (Interest)	0	0	0	0	0	0	0
643 Heating Costs	726	0	726	0	726	0	0
644 Other Utilities	688	0	688	0	688	0	0
645 Maintenance & Repairs	25,336	5,366	19,969	2,788	4,978	2,818	2,255
646 Taxes	0	0	0	0	0	0	0
647 Other Occupancy Costs	91,444	19,381	72,063	10,070	17,979	10,175	8,142
650 CONSUMABLE SUPPLIES							
651 Office	49,234	4,146	45,088	4,969	14,318	4,380	2,602
652 Building/Household	14,856	1,249	13,607	1,501	4,315	1,320	788
653 Educational/Training	1,000	0	1,000	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0
655 Food	68,890	0	68,890	146	14,527	15,039	278
656 Medical	7,212	0	7,212	646	717	2,247	845
657 Other Consumable Supplies	37,779	3,188	34,591	3,805	11,010	3,368	1,986
SUBTOTAL PAGE	8,268,234	863,596	7,404,637	840,290	2,210,172	696,859	485,570

FY 2014 BUDGET

	Vocational Services 109	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Respite/Crisis 116	Community Residence 122	Supportive Living 123
600 PERSONNEL COSTS							
601 Salary & Wages	67,544	194,965	923,138	229,688	0	192,388	10,808
602 Employee Benefits	17,138	47,583	233,352	50,461	0	57,486	2,250
603 Payroll Taxes	5,852	16,818	79,924	19,570	0	17,007	1,207
SUBTOTAL	90,534	259,366	1,236,414	299,719	0	266,881	14,265
610 Client Wages	0	0	0	0	0	0	0
620 PROFESSIONAL FEES							
621 Substitute Staff	2,576	6,814	29,629	7,729	0	0	187,674
622 Client Evaluations/Services	0	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0	0
625 Audit Fees	511	1,403	6,934	1,493	0	1,688	280
626 Legal Fees	72	197	976	210	0	237	39
627 Other Prof. Fees/Consultations	206	0	9,357	619	0	0	0
630 STAFF DEV & TRAINING							
631 Journals & Publications	0	0	0	0	0	0	0
632 In-Service Training	0	0	0	0	0	0	0
633 Conferences & Conventions	0	0	400	500	0	0	0
634 Other Staff Development	1,785	788	53,872	833	0	948	157
640 OCCUPANCY COSTS							
641 Rent	3,515	30,571	50,678	17,864	0	7,086	26,388
642 Mortgage (Interest)	0	0	0	0	0	0	0
643 Heating Costs	0	0	0	0	0	0	0
644 Other Utilities	0	0	0	0	0	0	0
645 Maintenance & Repairs	212	1,090	2,375	1,075	0	0	0
646 Taxes	0	0	0	0	0	0	0
647 Other Occupancy Costs	764	3,829	8,630	3,882	0	0	0
650 CONSUMABLE SUPPLIES							
651 Office	684	1,881	9,280	1,998	0	2,262	376
652 Building/Household	207	567	2,806	604	0	682	113
653 Educational/Training	0	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0
655 Food	538	383	6,170	278	0	0	31,315
656 Medical	116	0	1,576	347	0	718	0
657 Other Consumable Supplies	523	1,446	7,099	1,526	0	1,739	289
SUBTOTAL PAGE	102,243	308,336	1,426,194	338,676	0	282,242	260,897

FY 2014 BUDGET

		Community Education & Training 130	Other Non-BBH 199
600 PERSONNEL COSTS			
601 Salary & Wages	24,760	271,081	
602 Employee Benefits	6,644	54,173	
603 Payroll Taxes	2,157	22,843	
SUBTOTAL	33,561	348,097	
610 Client Wages	0	0	
620 PROFESSIONAL FEES			
621 Substitute Staff	0	0	
622 Client Evaluations/Services	0	0	
624 Accounting	0	0	
625 Audit Fees	194	1,552	
626 Legal Fees	27	218	
627 Other Prof. Fees/Consultations	0	1,000	
630 STAFF DEV & TRAINING			
631 Journals & Publications	0	0	
632 In-Service Training	0	0	
633 Conferences & Conventions	0	2,000	
634 Other Staff Development	109	806	
640 OCCUPANCY COSTS			
641 Rent	10,721	37,840	
642 Mortgage (Interest)	0	0	
643 Heating Costs	0	0	
644 Other Utilities	0	0	
645 Maintenance & Repairs	14	2,365	
646 Taxes	0	0	
647 Other Occupancy Costs	51	8,540	
650 CONSUMABLE SUPPLIES			
651 Office	260	2,080	
652 Building/Household	78	627	
653 Educational/Training	1,000	0	
654 Production & Sales	0	0	
655 Food	0	218	
656 Medical	0	0	
657 Other Consumable Supplies	200	1,599	
SUBTOTAL PAGE	46,216	406,942	

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Maintenance 100	Children & Adolescents 101	Older Adult Services 102	Emergency Services/ Assessment 104
Total Carried Forward	8,268,234	863,596	7,404,637	840,290	2,210,172	696,859	485,570
700 Advertising	71,506	3,903	67,602	7,708	13,481	4,124	15,177
710 Printing	4,217	352	3,865	429	1,217	372	227
720 Telephone/Communication	160,244	13,483	146,760	16,193	46,567	14,245	8,481
730 Postage/Shipping	19,189	1,615	17,574	1,938	5,578	1,706	1,015
740 TRANSPORTATION							
741 Board Members	0	0	0	0	0	0	0
742 Staff	229,838	3,852	225,986	2,706	128,223	11,289	13,574
743 Clients	30,469	0	30,469	0	168	17,143	0
744 Delivery Products	0	0	0	0	0	0	0
750 ASSIST.TO INDIVIDUALS							
751 Client Services	29,702	0	29,702	18	5,995	345	20
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	30,295	2,548	27,747	3,061	8,801	2,692	1,605
762 Vehicles	2,211	0	2,211	0	0	1,400	0
763 Comprehensive, Property & Liability	68,571	5,777	62,794	6,918	19,950	6,103	3,620
800 OTHER EXPENDITURES							
801 Interest Expense (other than Mortgage Interest)	49,000	49,000	0	0	0	0	0
802 In-Kind Expense	0	0	0	0	0	0	0
803 Depreciation, Equipment	42,941	3,623	39,319	4,326	12,511	3,827	2,259
804 Depreciation, Building	0	0	0	0	0	0	0
805 Equipment Rental	25,674	2,162	23,512	2,591	7,466	2,284	1,357
806 Equipment Maintenance	32,854	2,770	30,085	3,312	9,566	2,926	1,731
807 Membership Dues	4,158	348	3,810	422	1,201	367	223
810 Other Expenditures	1,000	1,000	0	0	0	0	0
TOTAL EXPENSES	9,070,104	954,029	8,116,074	889,912	2,470,896	765,683	534,858
900 Administrative Allocation	0	(944,029)	944,030	98,927	316,913	90,006	54,602
TOTAL PROGRAM EXPENSES	9,070,104	10,000	9,060,104	988,839	2,787,809	855,689	589,461
SURPLUS/(DEFICIT)	(0)	0	(0)	(438,709)	624,256	(137,751)	(70,919)
Total Revenue - Total Expense (line 49 - 115)							

FY 2014 BUDGET

	Vocational Services 109	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Respite/Crisis 116	Community Residence 122	Supportive Living 123
Total Carried Forward							
700 Advertising	102,243	308,336	1,426,194	338,676	0	282,242	260,897
710 Printing	1,250	1,771	15,706	3,699	0	2,130	354
720 Telephone/Communication	59	160	804	174	0	192	32
730 Postage/Shipping	2,229	6,117	30,230	6,509	0	7,357	1,222
	267	733	3,619	779	0	881	146
740 TRANSPORTATION							
741 Board Members	0	0	0	0	0	0	0
742 Staff	5,419	4,680	55,675	1,289	0	1,529	0
743 Clients	0	0	10,632	0	0	2,327	0
744 Delivery Products	0	0	0	0	0	0	0
750 ASSIST. TO INDIVIDUALS							
751 Client Services	0	5	20,256	2,344	0	719	0
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	422	1,156	5,719	1,232	0	1,390	231
762 Vehicles	0	0	0	0	0	811	0
763 Comprehensive, Property & Liability	952	2,621	12,916	2,779	0	3,152	523
800 OTHER EXPENDITURES							
801 Interest Expense (other than Mortgage Interest)	0	0	0	0	0	0	0
802 In-Kind Expense	0	0	0	0	0	0	0
803 Depreciation, Equipment	595	1,543	8,072	1,736	0	1,977	328
804 Depreciation, Building	0	0	0	0	0	0	0
805 Equipment Rental	357	981	4,840	1,042	0	1,180	196
806 Equipment Maintenance	456	1,257	6,182	1,330	0	1,511	251
807 Membership Dues	58	158	791	171	0	190	32
810 Other Expenditures	0	0	0	0	0	0	0
TOTAL EXPENSES	114,307	329,616	1,601,637	361,758	0	307,588	264,211
900 Administrative Allocation	13,996	38,208	209,764	41,127	0	40,926	21,836
TOTAL PROGRAM EXPENSES	128,303	367,824	1,811,401	402,884	0	348,514	286,046
SURPLUS/(DEFICIT)							
Total Revenue - Total Expense (line 49 - 115)	(6,116)	166,703	(16,633)	(41,258)	0	(73,960)	18,718

FY 2014 BUDGET

	Community Education & Training 130	Other Non-BBH 199
Total Carried Forward	46,216	406,942
700 Advertising	245	1,959
710 Printing	22	177
720 Telephone/Communication	846	6,765
730 Postage/Shipping	101	810
740 TRANSPORTATION		
741 Board Members	0	0
742 Staff	207	1,395
743 Clients	199	0
744 Delivery Products	0	0
750 ASSIST.TO INDIVIDUALS		
751 Client Services	0	0
752 Clothing	0	0
760 INSURANCE		
761 Malpractice & Bonding	160	1,279
762 Vehicles	0	0
763 Comprehensive, Property & Liability	362	2,898
800 OTHER EXPENDITURES		
801 Interest Expense (other than Mortgage Interest)	0	0
802 In-Kind Expense	0	0
803 Depreciation, Equipment	227	1,818
804 Depreciation, Building	0	0
805 Equipment Rental	136	1,085
806 Equipment Maintenance	174	1,390
807 Membership Dues	22	174
810 Other Expenditures	0	0
TOTAL EXPENSES	48,916	426,691
900 Administrative Allocation	4,402	13,324
TOTAL PROGRAM EXPENSES	53,319	440,015
SURPLUS/(DEFICIT)	2,147	(26,479)
Total Revenue - Total Expense (line 49 - 115)		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/24/2013

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

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

PRODUCER Masiello Insurance Agency 69-A Island Street, Suite 1 Keene NH 03431		CONTACT NAME: Barbara Patnode, CPCU, Sr VP PHONE (A/C, No, Ext): (603) 283-1841 E-MAIL ADDRESS: barbarap@masiello.com FAX (A/C, No): (603) 352-8367	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: American States Ins Co - NIF	
		INSURER B: Peerless Insurance Company	
		INSURER C: General Ins Co of America - NIF	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER: NIF 13-14	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	x	x	01CE919572-0	1/23/2013	1/23/2014	MED EXP (Any one person) \$ 10,000
	☒ AI per written contract						PERSONAL & ADV INJURY \$ 1,000,000
	☒ Employees/Volunteers AI						GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO			BA9097814	7/19/2012	7/19/2013	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						Uninsured Motorists - BI \$ 1,000,000
A	UMBRELLA LIAB ☒ EXCESS LIAB						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED ☒ RETENTION \$ 10,000			01SU41753820	1/23/2013	1/23/2014	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		WC9014927	7/19/2012	7/19/2013	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability Occurrence Form			HLP7767493L	1/23/2013	1/23/2014	Each Occurrence 1,000,000 Aggregate limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All licensed staff, clinicians, except for doctors/psychiatrists are covered under the Monadnock Family Services policies while employed at Monadnock Family Service. This Professional Liability provides Contingent Coverage for Monadnock Family Services for "actions of the doctor/psychiatrist" named in the suit. Primary coverage for the doctor/psychiatrist is not provided however is verified to be elsewhere.

CERTIFICATE HOLDER Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE B Patnode, VP, CPCU/B <i>Barbara Patnode</i>

Budget Form

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

Bidder/Program Name: Monadnock Family Services

Budget Request for: Community Mental Health Services

(Name of RFP)

Budget Period: FISCAL 2014 (7/1/2013 through 6/30/2014)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 4,617,163.00	\$ 574,649.00	\$ 5,191,812.00	Direct Charge (DC)
2. Employee Benefits	\$ 1,527,797.00	\$ 156,605.00	\$ 1,684,402.00	Direct Charge (DC)
3. Consultants	\$ 378,044.00	\$ 6,000.00	\$ 384,044.00	Direct Charge (DC)
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 23,512.00	\$ 2,162.00	\$ 25,674.00	DC & FTE
Repair and Maintenance	\$ 30,085.00	\$ 2,770.00	\$ 32,855.00	DC & FTE
Purchase/Depreciation	\$ 39,319.00	\$ 3,623.00	\$ 42,942.00	DC & FTE
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 1,000.00	\$ -	\$ 1,000.00	DC
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 7,212.00	\$ -	\$ 7,212.00	DC
Office	\$ 58,695.00	\$ 5,395.00	\$ 64,090.00	DC
6. Travel	\$ 256,455.00	\$ 3,852.00	\$ 260,307.00	DC
7. Occupancy	\$ 548,404.00	\$ 110,493.00	\$ 658,897.00	DC & Sq Footage
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 146,760.00	\$ 13,483.00	\$ 160,243.00	DC & FTE
Postage	\$ 17,574.00	\$ 1,615.00	\$ 19,189.00	DC & FTE
Subscriptions	\$ 3,810.00	\$ 1,348.00	\$ 5,158.00	DC & FTE
Audit and Legal	\$ 38,399.00	\$ 3,528.00	\$ 41,927.00	DC & FTE
Insurance	\$ 92,752.00	\$ 8,325.00	\$ 101,077.00	DC & FTE
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 34,591.00	\$ 3,188.00	\$ 37,779.00	DC & FTE
10. Marketing/Communications	\$ 71,467.00	\$ 4,255.00	\$ 75,722.00	DC & FTE
11. Staff Education and Training	\$ 124,443.00	\$ 2,737.00	\$ 127,180.00	DC & FTE
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
client food	\$ 68,890.00	\$ -	\$ 68,890.00	Direct Charge (DC)
client services	\$ 29,702.00	\$ -	\$ 29,702.00	DC & FTE
Interest expense & Misc Exp	\$ -	\$ 50,002.00	\$ 50,002.00	DC & FTE
TOTAL	\$ 8,116,074.00	\$ 954,030.00	\$ 9,070,104.00	

Indirect As A Percent of Direct

11.8%

Region V

Monadnock Family Services

Communities Served:

Alstead
Antrim
Bennington
Chesterfield
Dublin
Fitzwilliam
Francestown
Gilsum
Greenville
Hancock
Harrisville
Hinsdale
Jaffrey
Keene
Lyndeborough
Marlborough
Marlow
Nelson
New Ipswich
Peterborough
Richmond
Rindge
Roxbury
Sharon
Stoddard
Sullivan
Surry
Swanzey
Temple
Troy
Walpole
Westmoreland
Wilton
Winchester

Community Mental Health Center

Establishment Dates

Region I

Northern Human Services 03-03-71
87 Washington Street
Conway NH 03818

Region II

West Central Services, Inc. 06-06-85
DBA West Central Behavioral Health 02-05-01
2 Whipple Place, Suite 202 trade name
Lebanon NH 03766

Region III

The Lakes Region Mental Health Center, Inc. 07-14-69
DBA GENESIS – Behavioral Health 5-26-00
111 Church Street trade name
Laconia NH 03246

Region IV

Riverbend Community Mental Health, Inc. 03-25-66
5 Market Lane, PO Box 2032
Concord NH 03302-2032

Region V

Monadnock Family Services 03-05-24
64 Main Street, Suite 301
Keene NH 03431

Region VI

Community Council of Nashua, NH 12-24-23
DBA Greater Nashua Mental Health Center at 10-21-08
Community Council. trade name
7 Prospect Street
Nashua NH 03060-3990

Harbor Homes, Inc. 02-15-80
45 High Street
Nashua NH 03060

Region VII

The Mental Health Center of Greater Manchester 10-17-60
401 Cypress Street
Manchester NH 03103-3628

Region VIII

Seacoast Mental Health Center, Inc. 01-21-63
1145 Sagamore Avenue
Portsmouth NH 03801

Region IX

Behavioral Health and Developmental Services 09-24-82
of Strafford County, Inc.
DBA Community Partners of Strafford County 10-27-03
Forum Court, 113 Crosby Road, Suite 1 trade name
Dover NH 03820

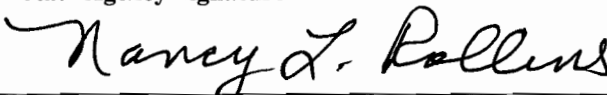
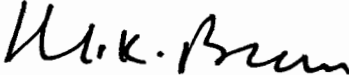
Region X

Mental Health Center for Southern NH 05-06-81
CLM Center for Life Management 10-27-99
44 Stiles Road non-profit
Salem NH 03079

Subject: To Provide Mental Health Services and PATH Services.**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH DHHS-Division of Community Based Services Bureau of Behavioral Health		1.2 State Agency Address 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council		1.4 Contractor Address 100 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-6147	1.6 Account Number Various State Accounts. See List in Exhibit B.	1.7 Completion Date 06-30-2014	1.8 Price Limitation \$1,022,852
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory H. SCOTT FLEGEL, Board Pres.	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>5/8/13</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.			
 Signature of Notary Public or Justice of the Peace  Name and Title of Notary Public or Justice of the Peace Christine A. Gordon, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs	
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) By:  On: <u>5/20/13</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

CERTIFICATE OF VOTE

I, Marie Tule, CPA, do hereby certify that:

1. I am the duly elected Clerk of Community Council of Nashua, NH
DBA Greater Nashua Mental Health Center at Community Council
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 16, 2013.

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

**To Provide: Mental Health Services, and
Projects for Assistance in Transition from Homelessness (PATH) Services**

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 8, 2013.

4. H. Scott Flegal, Esq is duly elected President of the Corporation.

(Seal)
(Corporation)

Marie Tule

(Signature of Board Secretary)

State of New Hampshire

County of Hillsborough

The foregoing instrument was acknowledged before me this 10th day of May, 2013

by Marie Tule, CPA Board Treasurer.

Edie L Poulin

Name: (Edie L Poulin)

Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: (Commission Expires) February 20, 2018

EDIE L. POULIN, Notary Public
My Commission Expires February 20, 2018

EXHIBIT A

SCOPE OF WORK

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.

The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. BEHAVIORAL HEALTH SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- C. The Contractor shall provide services in accordance with the service projections set forth on the statistical pages immediately following Exhibit A. These service projections are based upon the needs of its consumers, taking into account the Contractor's caseload, available staffing and other resources, including the State funds that the Contractor expects to receive for the services to be performed under this Agreement.
- D. For all consumers eligible under He-M 401 that the Contractor has case management responsibilities for, the Contractor agrees to assure that applications for all appropriate sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Public Housing, and Section 8 subsidies are filed in a timely fashion.
- E. The Contractor agrees to make Illness Management and Recovery (IMR) services and evidence-based Supported Employment (SE) services available to eligible consumers. The Contractor may also offer complementary employment programs in conjunction with the evidence-based Supported Employment program.

II. TRANSITION TO MANAGED CARE

- A. All Medicaid billings for services provided to consumers who are enrolled members of a Managed Care Organization (MCO), shall be submitted to the MCO upon the Effective Date of Coverage with the MCO.
- B. The role of community mental health program 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 community mental health program 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.
- C. 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 years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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- D. In the event that the Medicaid program in New Hampshire is transitioned, in whole or in part, during the period in which this Contract is in effect such that some of all of the services required to be provided by the Contractor are provided to consumers who are then enrolled as members of an MCO, the Contractor and BBH agree, upon the request of either party, to meet and discuss in good faith whether there are any provisions of the Contract which reasonably ought to be deleted or amended in order to accommodate the new service and reimbursement environment in which the parties may find themselves.

III. PROVISION OF QUALITY SERVICES

- A. The Contractor agrees that it will 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 BBH within timeframes reasonably specified by BBH in order to ensure the efficient and effective administration of the Medicaid program.
- B. As part of the effort to ensure quality services, BBH conducts annual reviews to ascertain that eligibility has been properly determined in accordance with He-M 401, "Eligibility Determination and Individual Service Planning." In the event that the annual review finds that 75% of the records examined are in compliance with the eligibility requirements of He-M 401, BBH shall refrain from conducting a review of eligibility determinations in the next year. Eligibility reviews will be conducted in the subsequent year. BBH will conduct such other quality assurance reviews, as it deems necessary and appropriate.
- C. The Contractor agrees to submit to BBH data needed by BBH to comply with federal reporting requirements within timeframes reasonably specified by BBH.
- D. In regard to the data required for the Phoenix system:
1. Monthly data shall be in the .csv format and shall be submitted on the 15th of each month unless otherwise agreed to by BBH.
 2. Errors in data returned by BBH to the Contractor shall be corrected and returned to BBH.
 3. Data shall be current and updated as required for federal reporting.
 4. For the purpose of data submitted for the Phoenix data system, the contractor agrees for the following fields that the error rate (invalid codes, Unknowns, nulls) shall not exceed 20% of the total records. An error rate in excess of 20% shall not constitute an event of default. In the event of an error rate of greater than 20%, the contractor shall submit a correction plan to show how improvements will be made to the fields listed below.
 - a. Race
 - b. Ethnicity
 - c. Employment status
 - d. Living status
 - e. Criminal justice data
 - f. School attendance data
- E. In order to achieve positive consumer outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services, and who are responsible for completing the eligibility determination process as specified in He-M 401, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a children's clinician, and the Adult Needs and Strengths Assessment (ANSA) if they are an adult clinician.
1. Clinicians shall be certified in the use of the New Hampshire version of the CANS and the ANSA within 120-days of implementation by the DHHS of a web-based training and certification system.
 - a. The CANS and the ANSA assessment shall be completed by the community mental health clinician no later than the first annual review for the consumer following clinician certification.
 - b. The community mental health eligibility determination tool, as specified in He-M 401, and in effect on July 1, 2012, shall continue to be utilized by the clinician until such time as the Department of Health and Human Services implements web-based access to the

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CANS and the ANSA, the clinician is certified in the use of the CANS and the ANSA, and the annual review date has passed.

2. The CANS and the ANSA assessment shall be completed at least every three (3) months to document progress towards goals and objectives and any continued need for community mental health services.
 - a. Completion of the CANS or ANSA assessment shall fulfill the quarterly review requirements as defined in He-M 408 and He-M 401.
 - b. The CANS and the ANSA shall be utilized to develop an individualized, person-centered treatment plan, with measurable outcomes to inform future modifications to the individualized service plan.
- F. The percentage of Individualized Recovery and Resiliency Services (IROS) Medicaid billings, as specified in He-M 426, to all other community mental health services Medicaid billings shall, at a minimum, be maintained at their current regional levels. IROS services include the following: Individual and Group Functional Support Services (FSS), Illness Management and Recovery (IMR), and Evidence Based Supported Employment (EBSE). The Contractor, however, shall not be in breach of this provision if its failure to maintain the ratio of billings at the current level is due to the MCO taking a rate or utilization action which materially impairs the Contractor's ability to do so.
- G. In order to measure Consumer and Family Satisfaction, BBH shall contract with a private vendor during fiscal year 2014 to assist the Contractor and BBH with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction.
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor.
 3. The Contractor will support the efforts of BBH and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by BBH to explain the survey and otherwise support attempts by BBH to increase participation in the survey.
- H. 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. Children age 12 and older will be screened through administration of CRAFFT (Car, Relax, Alone, Forget, Friends, Trouble), and Adults will be screened through the administration of AUDIT (Alcohol Use Disorders Identification Test) and DAST (Drug Abuse Screening Test) instruments or other instrument(s) approved by BBH. The performance standard for fiscal year 2013 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual BBH Quality Assurance and Compliance Review.

IV. MAINTENANCE OF FISCAL INTEGRITY

- A. In order to enable BBH to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Balance Sheet and Profit and Loss Statements for the agency and all related parties that are under the Parent Corporation of the mental health provider organization. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
 1. Days of Cash on Hand:
 - a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period.
 - c. Performance Standard: The Contractor shall have enough cash and cash equivalents to

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cover expenditures for a minimum of fifteen (15) business days with no variance allowed.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.:1.0. with no variance allowed.

3. Medicaid Days in Accounts Receivable:

- a. Rationale: Medicaid is the primary payor for most CMHCs. The number of days it takes to collect this revenue has a major impact on the Contractor's ability to meet expenses.
- b. Definition: The number of days (on average) it takes the Contractor to collect Medicaid.
- c. Formula: Total Medicaid accounts receivable (including those due from Medicaid Managed Care Organizations) divided by net Medicaid charges divided by the number of days in the reporting period.
- d. Source of Data: The Contractor shall submit to BBH monthly, a breakdown of accounts receivables within their balance sheet, and net Medicaid charges on the profit & loss statement.
- e. Performance Standard: The Contractor shall maintain a standard maximum of forty (40) days with a 20% variance allowed.

4. Debt Service Coverage Ratio:

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

5. Net Assets to Total Assets:

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

B. In any budget submitted to BBH for purposes of contract approval, the Contractor agrees to limit administrative costs to 12% or less of the total program expenses.

C. For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement," "State Funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include all state general funds, including the State's share of Medicaid, provided to the Contractor, as well as all federal grant funds allocated by BBH to the provider, along with any prior years' state and/or federal funds deferred to the current year with BBH approval.

V. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

A. The community mental health program shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital to assist in the coordinated discharge planning for the consumer to

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either return to services in the community or offer services at the local community mental health program.

- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon receipt of notification of the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The community mental health program shall work with DHHS to review cases of consumers that New Hampshire Hospital, and/or the community mental health program has indicated will have difficulty returning back into the community, identify barriers to discharge, and develop an appropriate plan to transition back into the community.
- D. The community mental health program shall make a face-to-face appointment available to a consumer leaving New Hampshire Hospital who desires to reside in the region served by the community mental health program 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.

VI. COORDINATION WITH PRIMARY CARE PROVIDER

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

VII. REDUCTION OR SUSPENSION OF FUNDING

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


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VIII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph VII. above, prior to the elimination of or a significant reduction in a program which delivers services contracted by BBH (as reflected in the statistical pages immediately following Exhibit A), and paid for, in whole or in part, by State Funds, the Contractor shall provide BBH with at least thirty (30) days written notice with an explanation of the programmatic and financial impact. The Contractor and BBH 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. In the event that BBH is not in agreement with such elimination or reduction prior to the proposed effective date, BBH may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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) day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided. The Contractor shall not redirect Medicaid 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, BBH shall control the expenditure of the unspent Medicaid funds.

IX. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- A. The Contractor shall assist the Pre-Admission Screening and Resident Review (PASRR) Office of the NH Department of Health and Human Services in meeting the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the PASRR Office and with the appropriate authorization to release information, the Contractor shall provide the PASRR Office with 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. The Contractor may bill Medicaid, and the PASRR Office may approve payment, for activities related to the PASRR process.

X. EMERGENCY SERVICES

- A. The Contractor shall use Emergency Services funds to offset the cost of providing Emergency Services to individuals with no insurance.

XI. ASSERTIVE COMMUNITY TREATMENT (ACT) TEAM SUPPORT FUNDS

- A. **General Requirements:** General Funds in the amounts identified in Exhibit B are to be used for the design and sustaining of an Assertive Community Treatment team (ACT). This includes, but is not limited to, the recruitment, hiring, and training of staff, supervision, start-up costs for a new program such as office materials, and non-billable time spent by staff creating an environment to help the program succeed within the community. These funds may also be used to support ACT clients in their community to prevent hospitalization, incarceration, or homelessness.
- B. **7-Days Per Week Coverage:** Additional funding is being made available to the Contractor to increase the availability of one of the Contractor's Assertive Community Treatment team's coverage to 7-days per week. The Contractor will ensure weekend coverage is prioritized to meet the following deliverables for a minimum of 8 hours on Saturday and 8 hours on Sunday, with the specific hours to be determined by the Contractor:
1. Crisis intervention for individuals who may be in crisis and need a crisis evaluation and development of a disposition plan appropriate to the individual's needs by the ACT Team;

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2. Follow-up services in the community for individuals that the treatment team has determined need services provided over the weekend due to the clinical needs of the individual;
 3. Support and/or community based services for individuals who are being discharged from a hospital or other inpatient setting and returning to the community over the weekend.
- C. Contractors establishing a new ACT Team for FY14 shall utilize the additional funding to ensure the new ACT Team meets the criteria detailed above.
- D. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XII. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) SERVICES

- A. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

XIII. EMPLOYMENT DEVELOPMENT INITIATIVE (EDI)

- A. Funds will be used to offset lost productivity for CMHC staff to attend trainings in Supported Employment, an evidence-based practice designed to improve employment opportunities for people with mental illness. The goal will be to improve employment outcomes for clients of the agencies designated to receive these funds.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XIV. NH MEDICAID WELLNESS INCENTIVE PROGRAM (WIP)

- A. The Contractor is a project site in a 5-year grant awarded to the NH Bureau of Behavioral Health by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (WIP) "Healthy Choices, Healthy Changes".
- B. WIP is an intervention supporting exercise, improved nutrition, and smoking cessation, with mentoring and incentives to improve cardiac and metabolic health in clients of the NH Community Mental Health Center (CMHC) system.
- C. WIP will build upon and benefit from the existing infrastructure of the In SHAPE health promotion program established in 2004 for people with SMI at risk of cardiovascular disease.
- D. WIP will offer four (4) "Supported Weight Management" programs":
1. Gym Membership;
 2. In SHAPE (includes gym membership);
 3. Weight Watchers; and
 4. In SHAPE and Weight Watchers.
- E. WIP will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- F. WIP will offer three (3) "Supported Smoking Cessation" programs:
1. Prescriber Referral and Telephone Cognitive Behavior Therapy;
 2. Prescriber Referral and Facilitated Use of Quit line; and
 3. Prescriber Referral alone.

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- G.** Incentives Counselors (ICs) will be employed by Dartmouth to:
1. Promote access to the WIP program;
 2. Help participants make decisions about health behavior changes; and
 3. Encourage the use of incentives.
- H.** The Contractor will establish an In SHAPE program, necessary for offering WIP. This includes:
1. Negotiating partnerships with community fitness facilities (gyms and other facilities that promote fitness and health);
 2. Hiring Health Mentors (see number of FTE's in Exhibit B): certified fitness trainers who provide the In SHAPE program; and
 3. They will also participate in the hiring of an Incentives Counselor, who will be employed by the Dartmouth Center for Aging Research, but will administer the WIP program at the CMHC.
- I.** The Contractor will provide space in the offices of the CMHC that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- J.** The Contractor will devise and implement a plan to provide transportation assistance to WIP participants, as specified and funded in the grant.
- K.** The Contractor will also identify a project site WIP Leader who will work with members of the WIP implementation and evaluation teams at the Bureau of Behavioral Health and Dartmouth to ensure that the project is progressing, as required by the grant.
- L.** The CMHCs will partner with WIP project members at BBH and the Dartmouth Center for Aging Research to recruit and enroll a total of:
1. 1,600 CMHC clients eligible for Medicaid in the weight management programs statewide;
 2. 2,000 CMHC clients eligible for Medicaid in the smoking education and cessation programs statewide.
- M.** The Contractor will provide the information needed for required reporting to CMS, as requested by WIP project members at BBH and the Dartmouth Center for Aging Research.

XV. DATA INFRASTRUCTURE GRANT (DIG)

- A.** BBH funding for any CMHC data infrastructure projects or activities is dependent upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B.** Agencies should seek approval from BBH before planning to use or committing any DIG or federal data infrastructure funds.
- C.** Activities that may be funded:
1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines, or
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime), or
 - c. Software and/or training purchased to improve Phoenix data collection, or
 - d. Staff training for collecting new data elements.
 2. Other activities as requested, documented, and approved.
- D.** Other conditions for payment:
1. Progress Reports received by BBH according to prior agreement with agencies will:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings, and
 - c. Include progress to meet anticipated deadlines as specified.
 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from CMHC IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and

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- c. CMHC may request other payment schedule based on documented need.

XVI. BALANCING INCENTIVE PROGRAM (BIP)

- A. The Balancing Incentive Program (BIP) federal funds are available to enhance the capacity of the Community Mental Health Centers through trainings to serve adults with Severe Mental Illness (SMI) and children with Serious Emotional Disturbance (SED). The trainings supported by this agreement involve unique specialized service models and tools that will improve the core competencies of provider staff to utilize practices that are proven successful in improving outcomes for individuals served and keeping those in need of behavioral health long-term services and supports in their communities and out of institutions.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XVII. DEAF SERVICES

- A. **General Requirements:** Deaf Services funds provide services to the hearing impaired. These funds pay for one deaf services therapist, one deaf services case manager, and one deaf services coordinator. The coordinator is responsible for coordinating deaf services in the community, at New Hampshire Hospital, and the Secure Psychiatric Unit at the State Prison.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XVIII. HOUSING SUBSIDY

- A. Funds will be used to provide housing subsidies to individuals with severe mental illness.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

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

- A. **General Requirements**
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 Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
 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 mental health agency for services. The provision of PATH outreach services may require a lengthy engagement process.
 3. The Contractor shall provide an identified full time equivalency PATH worker to conduct

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outreach, early intervention, case management, housing and other services to PATH eligible clients.

4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Office of Homeless Housing and Transportation Services.
5. The Contractor will comply with all reporting requirements under the PATH Grant.
6. The PATH worker will 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 will 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.
7. As part of the PATH outreach process the PATH worker will 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.

B. Payment Method: The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

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FY14 SCOPE OF SERVICE REPORT

AGENCY: Greater Nashua Mental Health Center at Community Council

DATE PREPARED: 04/16/2013

PREPARED BY: CATHY BOWLER

Type	Cost Center Number	PROGRAM NAME	PHOENIX INPUT AGENCY NUMBER(S)	Location	CASELOAD/CAPACITY	SUBCONTRACTED YES / NO / PARTIALLY	START DATE	DATE OF SERVICE COMPLETION
CHILDREN/ADOLESCENTS	101	Child and Adolescent Services	7	15 Prospect St, Nashua NH	1112	No		
OLDER ADULT SERVICES	102	Elder Services	12	15 Prospect St, Nashua NH	279	No		
INTAKE	103	Intake	17	7 Prospect St, Nashua NH	231	No		
EMERGENCY SERVICES/ ASSESSMENT	104	Emergency Services	22	7 Prospect St, Nashua NH	181	No		
RESTORATIVE PARTIAL HOSPITALIZATION	108	YAP	37	440 Amherst St, Nashua NH	50	No		
VOCATIONAL SERVICES	109	Vocational Services	42	7 Prospect St, Nashua NH	74	No		
SERVICES TO NON-ELIGIBLES	112	Assessment and Brief Treatment	57	7 Prospect St, Nashua NH and 440 Amherst St, Nashua NH	2410	No		
MULTI-SERVICE TEAM	113	CSS MST	67	7 Prospect Street, Nashua NH	1018	No		
ACT TEAM	114	ACT	72	7 Prospect Street, Nashua NH	70	No		
INDEPENDENT HOUSING	124	Housing Program - HUD/BBH	107	100 W. Pearl Street, Nashua NH	130	No		
OTHER (NON-BBH)	199	Health Connections - SAMHSA	128	7 Prospect Street, Nashua NH	750	Yes		
OTHER (NON-BBH)	299	Substance Abuse	129	440 Amherst Street, Nashua NH	N/A	No		
OTHER (NON-BBH)	399	Supervised Visitation	130	15 Prospect Street, Nashua NH	N/A	No		
OTHER (NON-BBH)	499	Child Impact Program	131	100 W Pearl Street, Nashua NH	N/A	No		
OTHER (NON-BBH)	799	Community Connections	135	7 Prospect Street, Nashua NH	N/A	No		
OTHER (NON-BBH)	899	Raise/Research		7 Prospect Street, Nashua NH	N/A	No		

Part IIA: Services to Adults in State Supported Programs Number of Clients Served

Greater Nashua Mental Health Center at Community Council

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

(ALL numbers	100	102	103	104 Emerg. Svc.	106 Assessm ent	107 Brief / DRF	108 IPH	109 RPH	110 Voc	111 Case Mgt.	112 Social Club Peer/Supp.	113 Services to Non-Eligibles	114 Multi Service Team	*Unduplic ated Totals
Cumulative YTD)	Maint	Older Adults	Intake											
1) Unduplicated number of SPMI clients served in program		122	1	37					57	DO		313	654	802
2) Unduplicated number of SMI clients served in program		16	2	4					6	NO		75	114	123
3) Unduplicated number of low utilizer served in program										t				
4) Unduplicated number of non eligible adult clients served in program		35		1					9	USE		80	190	245
5) TOTAL unduplicated number served in program YTD (add #'s 1-4)		106	228	132					2			2242	60	3071
*Total of Adults for all Agency services, including those who may receive only housing services in PART IIIA	0	279	231	174	0	0	0	0	74	0	0	2710	1018	4241

Part IIB: Services to Adults in State Supported Programs
Units/Days of Service

Greater Nashua Mental Health Center at Community Council

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

NOTE: Brief /DRF: Report Clinical units in top and patient days in the bottom of block. **IPH and RPH:** Units top, Half day middle. Full days bottom.

(ALL Numbers Cumulative YTD)	Older Adults			Emerg. Svcs.		Assessme nt		Brief/DRF		IPH		RPH		Voc		Case Mgt.		Social Club Peer/Supp.		Services to Non- Eligibles		Multi- Service Team		ACT TEAM		Totals		
	Maint	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	
1) Units of service to SPMI clients		19023	8	151	U		U	U	4638	Do										9520	158917			15425	U	207682	H	0
2) Units of service to SMI clients		4437	83	72	U		U	U	130	N										2121	14613			487	U	21943	H	0
3) Units of service to low utilizer clients		744	11	13	U		U	U	21	Not										881	5480			325	U	7475	H	0
4) Units of service to non eligible adult clients		4796	1083	711	U		U	U	26	U										93504	1826				U	101946	H	0
5) TOTAL units of service (add #'s 1-4)	0	29000	1185	947	U	0	U	0	4815	S	0	0	106026	180836	16237	U	339046								U		H	0
6) Average daily census in program										e																		

Part IIC: Services to **Children** in State Supported Programs
Number of **Children** Served

Greater Nashua Mental Health Center at Community Council

FY2014 4th Quarter

Name of Agency

Reporting Period (Year/quarter)

(ALL numbers	100	101	103	104 Emerg. Assessme nt Svcs.	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non- Eligibles	113 Multi Service Team	114 ACT Team	*Unduplic ated Totals
Cumulative YTD)	Maint	Children	Intake											
1) Unduplicated number of children SED		458		3	15		15		Do					458
2) Unduplicated number of children SED Interagency		372		1	122		22		No		1			372
3) Unduplicated number of non eligible children		282		3			13		t					
4) TOTAL unduplicated number served in program YTD(add #'s 1-3)		1112		7	137		50		Use		12			282
*Total of Children for all Agency services, including those who may receive only housing services in PART IIIA		1112		7	137		50				13			1112

Part IID: Services to **Children** in State Supported Programs Units/Days of Service

Greater Nashua Mental Health Center at Community Council

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

	100	101	103	104 Emerg. Svcs.	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non- Eligibles	113 Multi Service Team	114 ACT Team	Totals
(All Numbers Cumulative YTD)	Maint	Children	Intake	Assessme nt	DRF	IPH	RPH	Voc	Case Mgt.	Peer/Supp.	Non- Eligibles	Multi Service Team	ACT Team	Totals
1) Units of service to children SED		25757		20 U		U	5583		Do		602			U 31962 H 0 D 0
2) Units of service to children SED interagency		33355		70 U		U	17155		No		874			U 51454 H 0 D 0
3) Units of service to Non-Eligible Children		15936		15 U		U	6821		t		162			U 22934 H 0 D 0
4) TOTAL services (add #s 1-3)	0	75048	0	105 U	0 U	0 U	29559	0	U	0	1638	0	0	U 106350 H 0 D 0
5) Average daily census in program									S					H 0 D 0

NOTE: Brief / DRF: Report Clinical units in top and patient days in the bottom of block.
IPH and RPH: Units top, Half day middle, Full days bottom. For all other cost centers
report units only in the Top Block.

Part IIE: Specialized Units of Services to Adults and Children

Greater Nashua Mental Health Center at Community Council

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

ADULTS

CHILDREN

(ALL Numbers Cumulative YTD)

(ALL Numbers Cumulative YTD)

1) Units of service to SPMI

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
165,200	13,096	16,912	105,332

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
25,909	1,754	352	4,332

5) Units of service to SED

2) Units of service to SMI

Case Mgt Direct	Case Mgt Indirect	FSS
9,332	960	1,056
		3,084

Case Mgt Direct	Case Mgt Indirect	FSS
43,134	2,219	447
		7,754

6) Units of service to SED I/A

3) Units of service to Low Utilizer

Case Mgt Direct	Case Mgt Indirect	FSS
6,596	1,388	928
		1,376

Case Mgt Direct	Case Mgt Indirect	FSS
2,997	92	20
		40

7) Units of service to OTHER

4) Units of service to Non-Eligible

22,852

NOTE: Case Management Direct is face-to face or telephone communication with the eligible client and/or guardian. Case Management Indirect is all other Targeted Case Management billable activity.

Lines 1-4: Units of service to Adult SPMI (Line 1), SMI (Line 2), Low Utilizers (Line 3), Non-Eligible (Line 4). Lines 5-7: Units of service to Children SED (Line 5), SED I/A (Line 6), Other (Line 7).

NOTE: To define Medicaid billable units, use Medicaid billable units in fifteen (15) minute increments. With regard to event-based billing, provide the actual number of fifteen (15) minute units rendered and documented in the record. For example, a comprehensive med check is an event based code, but may take thirty (30) minutes [two (2) units] of time. We would expect you to report two (2) units, not one (1) event. With regard to per diem FSS, we would expect you to report total direct care FSS units delivered by residential staff, rather than one (1) per diem event.

PART IIIA: Program Information - Clients Served

Greater Nashua Mental Health Center at Community Council

Name of Agency

FY2014 4th Quarter
Reporting Period (year/quarter)

Community Residence
(by location)

	116	118	122	222	322	422	C.R. Total	Supportive Living	Supportive Living	Independent Housing	Total for All Housing
Crisis/Respite											
APRTP											
#1											
#2											
#3											
#4											
Number served YTD											
1) SPMI											
2) SMI											
3) Low Utilizer											
4) Non Eligible Adults											
5) Children SED											
6) Children SED Interagency											
7) Non-Eligible Children											
8) Total Unduplicated numbers served YTD (Please enter your unduplicate totals)											
9) Number of Clients/ beginning of quarter											
10) Number of Admissions/ current quarter											
11) Number discharged/ current quarter											
12) Number of clients in residence at end of current quarter											

PART IIIB: Program Information: Potential/Total Client Days

Greater Nashua Mental Health Center at Community Council

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

Community Residence
(by location)

124

Independent
Housing

223

Supportive
Living

123

Supportive
Living

422

#4

322

#3

222

#2

122

#1

118

AP RTP

116

Crisis/
Respite

C.R.
Total

Total

1) Number of locations

2) Number of beds available

3) Potential Client Days YTD

Client Days YTD

4) SPMI

5) SMI

6) Low Utilizer

7) Non Eligible Adults

8) Children SED

9) Children SED Interagency

10) Non -Eligible Children

11) Total Days/Units YTD (add
#s 4-10)

(FSS Units on top, client days on
bottom for Crisis/Respite & AP RTP.
Supportive Living & Independent
Housing report Units only as we will
be able to determine days from
Phoenix. For Community Residence
report day only)

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A. Of the Price Limit in Block 1.8. of the General Provisions, the funds for services shall be governed by the provisions of Exhibits A, B, C, D, E, F, G, H, I and J. In no event shall the total of initial and monthly payments exceed the maximum Price Limitation in Block 1.8. of the General Provisions of this Agreement. Upon written notice to the Contractor, BBH may reduce State funds allocated under this Agreement as necessary for BBH to meet its obligations reflected in the final FY14 budget appropriation for BBH by the New Hampshire General Court.

2. The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s).

3. For the purpose of billing, a Unit of Service is a period of time during which services are rendered. Where units refer to a specific length of time, units are reimbursed in whole units and time of services is rounded to the nearest whole unit. Unless otherwise stated in rules, fifteen-minute units are reimbursed as follows:

DIRECT SERVICE TIME	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

4. A Day of Service shall mean a 24-hour period for a resident either in a Designated Receiving Facility or Housing Services.

5. A minimum of eight (8) units of service shall be provided to each consumer per half day of program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization and a minimum of twelve (12) units of service shall be provided to each consumer per program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization.

6. All reports required pursuant to this Agreement are due to BBH within timeframes specified by BBH. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period.

7. The following Program funds shall only be expended by the Contractor as directed by the BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Deaf Services	\$326,500
Housing	201,444
Homeless and Housing Federal Grant	40,300
Division for Children Youth and Families Consultation	1,770
Emergency Services	71,736
Medicaid Incentive for the Prevention of Chronic Disease	154,602
Assertive Community Treatment Team	115,000
Balancing Incentive Program	100,000
Data Infrastructure Grant	10,000
Employment Development Initiative	1,500
Total	\$1,022,852

Contractor Initials: JSF
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8. The amount of funding listed in the table above for Emergency Services reimbursement is provisional. In the event that Medicaid Expansion occurs in New Hampshire under the Affordable Care Act, BBH may reduce this amount proportionately. In the event that BBH proposes to do so, the Contractor shall be notified by BBH no less than thirty (30) days in advance of any proposed reduction and given an opportunity to discuss the magnitude and/or the timing thereof.

9. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

10. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH may make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. Monthly payments shall be adjusted for expenditures set forth in Paragraph 8. above and amounts paid to initiate services.

11. BBH 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.

12. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.

13. This Agreement is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$716,450

Federal Funds: \$306,402

CFDA #: 93.150

Federal Agency: U.S. Department of Health and Human Services

Program Title: Projects for Assistance in Transition from Homelessness (PATH) P.L. 101-645

Amount: \$40,300.

CFDA #: 93.243

Federal Agency: U.S. Department of Health and Human Services

Program Title: Special Initiative for State Mental Health Authorities to Address the Impact of the Economic Downturn through Employment Development (EDI)

Amount: \$1,500

CFDA #: 93.243

Federal Agency: U.S. Department of Health and Human Services

Program Title: NH Mental Health Data Infrastructure Quality Improvement Project (DIG)

Amount: \$10,000

CFDA #: 93.536

Federal Agency: U.S. Department of Health and Human Services

Program Title: Medicaid Incentives for Prevention of Chronic Diseases (MIPCD)

Amount: \$154,602

CFDA #: 93.778

Federal Agency: U.S. Department of Health and Human Services

Program Title: Balancing Incentive Program (BIP)

Amount: \$100,000

Contractor Initials: VSD

Date: 5/18/12

14. List of State account numbers as referenced in Block 1.6. of the General Provisions form P37:

05-95-92-920010-5945-102
05-95-42-403010-2958-550
05-95-92-920010-1858-502
05-95-92-920010-2087-102
05-95-92-920010-7851-102
05-95-42-423010-7926-102
05-95-49-490510-2985-102

FY14 EXHIBIT B CMHC Region 6

Contractor Initials: HSF
Date: 5/8/13

EXHIBIT C
SPECIAL PROVISIONS

These Provisions expand upon the General Provisions [Form P-37] of this Agreement.

A. 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.

B. 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.

C. 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 Bureau of Behavioral Health (BBH) upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.14. 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;

Contractor Initials: 

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- 8.1.4.** Failure to either justify or correct material findings noted in a BBH 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 BBH's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10.** Failure to attain the performance standards established in Exhibit A., Section IV.;
- 8.1.11.** Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12.** Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13.** Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IV., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, IV., A. 2.) for two (2) consecutive months during the contract period; or
- 8.1.14.** Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, IV.) for three (3) consecutive months during the contract period.

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

- 8.2.5.** Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.
- 8.2.6.** Require the Contractor to pay to the State, as liquidated damages, the sum of \$250 in the event that the Contractor has not made available a face-to-face appointment for a consumer leaving New Hampshire Hospital who desires 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. The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by the Contractor's failure to make available an appointment after discharge. The parties agree that this liquidated damages provision represents reasonable compensation for the loss incurred by this breach. The Contractor also agrees that nothing in this section is intended to limit the right of the State to obtain injunctive and other relief as may be appropriate. The State may forward the sum of \$250 to the consumer for whom the Contractor failed to make an appointment available.
- 8.2.7.** Give the Contractor written notice of default in the event that the Contractor has failed to

Contractor Initials: VSF
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maintain Fiscal Integrity performance standards as specified in Exhibit C, Paragraph D., and Subparagraph 8.1.12. or 8.1.13. The notice shall require the Contractor, within thirty (30) 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:

8.2.7.1. Require the Contractor to submit an additional corrective action plan within fifteen (15) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

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

8.2.7.3. 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.

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

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

G. 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 as defined in the budget instructions and accounting guidelines and statistical reporting form instructions as specified in Exhibits A and C. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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

9.5.1. For fiscal reports, the Contractor shall submit within thirty (30) days after the end of each month a Balance Sheet and a Profit/Loss Statement. Contractors shall also submit quarterly reports, including: Quarterly Functional Revenues and Expenses Report, Quarterly Statistical Reports, a Cash Flow Statement, and a Line of Credit Statement in the specified electronic format as prescribed by BBH. All quarterly reports are due within thirty (30) days of the end of the reporting period.

9.5.1.1. The monthly Balance Sheet and Profit & Loss Statements, as well as, the Quarterly Functional Revenues and Expenses Report, 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.

9.5.1.2. The Functional Revenues and Expenses Report 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.

9.5.1.3. The Contractor shall maintain detailed fiscal records meeting all the requirements specified in the budget instructions and accounting guidelines. Such fiscal records shall be supported

Contractor Initials: **ASD**

Date: **5/8/12**

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

9.5.1.5. On or before November 1, 2013, the Contractor shall deliver to BBH, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2013, including the funds received under the fiscal year 2013 Agreement

9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds five hundred thousand dollars (\$500,000) 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 for fiscal years ending on or after December 31, 2003.

9.5.2. The Contractor shall submit Phoenix data in the .csv format on the fifteenth (15th) of each month unless otherwise agreed to by BBH.

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 BBH contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and

9.5.3.3. Submit to BBH all reasonable additional reports and data files as requested on such schedule and in such electronic format that BBH shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.

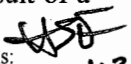
9.5.3.4. The Contractor agrees to submit to BBH reports on high profile and sentinel events in accordance with the Division of Community Based Care Services policy.

H. Add the following regarding "Termination" to Paragraph 10:

10.1. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH 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 BBH.

10.2. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10.3. The Contractor shall notify BBH if it expects to be generally unable to provide services as the result of a

Contractor Initials: 

Date: 5/31/13

natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that BBH 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 BBH 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.

- I. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:
ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within thirty (30) business days shall be deemed approval.

12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by BBH for the Contractor in Exhibit A. The Contractor will notify BBH 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 BBH'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, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH 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 BBH's obligations under this Agreement null and void unless, prior to the merger, BBH 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, BBH 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, BBH's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

- J. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims re

Contractor Initials: ASB
Date: 5/13

lated to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

- K.** If the Price Limit in Paragraph 1.8., of the General Provisions is greater than two hundred fifty thousand dollars (\$250,000), 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 than two million dollars (\$2,000,000) per claim or occurrence; and

- L.** 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 BBH 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.

- M.** 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

Contractor Initials: *ASB*
Date: *5/8/13*

National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

22.5. Notwithstanding those prior contracts, BBH 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 BBH in advance. The Contractor shall provide BBH 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. BBH 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 BBH finds that eligible persons will probably benefit, BBH shall approve the disposition. If BBH finds that eligible persons probably will not benefit, BBH may disapprove the disposition. Failure by BBH 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 BBH does not approve of the disposition, the Contractor and BBH 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, BBH and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.

22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.

22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.

22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

Contractor Initials: *ASB*
Date: *5/8/13*

22.13. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

EXHIBIT C FY14 CMHC

Contractor Initials: USF
Date: 5/8/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

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

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

(A) The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) 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;

(b) Establishing an ongoing drug-free awareness program to inform employees about

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: JSF

Date: 5/8/13

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

Community Council of Nashua, NH

From: 7/1/2013 To: 6/30/2014

(Contractor Name)

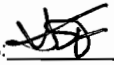
(Period Covered by this Certification)

Hisham Hafez, MD Executive Dir/Chief Medical Off.

(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature)

5/8/2013
(Date)

Contractor Initials: 

Date: 5/8/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: 07-01-13 through 06-30-14

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

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

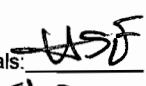
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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


 (Contractor Representative Signature)

Hisham Hafez, MD Executive Dir/Chief Medical Off.
 (Authorized Contractor Representative Name & Title)

Community Council of Nashua, NH
 (Contractor Name)

5/8/13
 (Date)

Contractor Initials: 

Date: 5/8/13

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless _____ authorized _____ by _____ DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) 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.
- (2) 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).

Contractor Initials: JSF

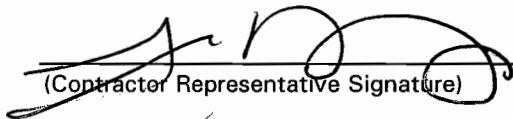
Date: 5/8/13

LOWER TIER COVERED TRANSACTIONS

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

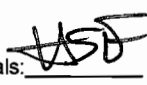
The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


(Contractor Representative Signature)

Hisham Hafez, MD Executive Dir/Chief Medical Off.
(Authorized Contractor Representative Name & Title)

Community Council of Nashua, NH
(Contractor Name)

5/8/13
(Date)

Contractor Initials: 

Date: 5/8/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

Hisham Hafez, MD Exec. Dir/Chief Med. Off.
(Authorized Contractor Representative Name & Title)

Community Council of Nashua, NH
(Contractor Name)

5/8/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

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 Representative Signature)

Hisham Hafez, MD Exe Dir/Chief Med. Off.
(Authorized Contractor Representative Name & Title)

Community Council of Nashua, NH
(Contractor Name)

5/8/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

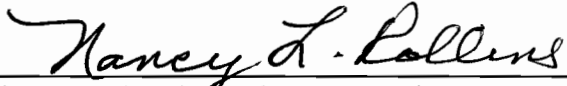
NH DHHS, Div of Community Based Care Services
DBA
Bureau of Behavioral Health

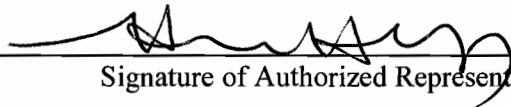
Community Council of Nashua, NH

Greater Nashua Mental Health at
Community Council

The State Agency Name

Name of the Contractor


Signature of Authorized Representative


Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Hisham Hafez, MD
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director/Chief Med. Officer
Title of Authorized Representative

5/29/13
Date

5-8-13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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



(Contractor Representative Signature)

Hisham Hafez, MD ED/Chief Medical Officer

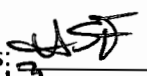
(Authorized Contractor Representative Name & Title)

Community Council of Nashua, NH

(Contractor Name)

5/8/13

(Date)

Contractor initials: 

Date: 5/8/13

Page # 15 of Page # 16

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 081249823

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: LSJ
Date: 5/8/13
Page # 16 of Page # 16

BAKER | NEWMAN | NOYES

Certified Public Accountants

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Community Council of Nashua, NH

We have audited the accompanying statement of financial position of Community Council of Nashua, NH (the Organization) as of June 30, 2012, and the related statements of activities and changes in net assets, cash flows and revenues and functional expenses for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit. The summarized comparative information as of and for the year ended June 30, 2011 has been derived from the Organization's 2011 financial statements, which statements were audited by other auditors whose report, dated October 18, 2011, expressed an unqualified opinion on those financial statements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the 2012 financial statements referred to above present fairly, in all material respects, the financial position of Community Council of Nashua, NH as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated October 22, 2012 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

To the Board of Directors
Community Council of Nashua, NH

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Organization's financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Manchester, New Hampshire
October 22, 2012

Baker Newman & Noyes

Limited Liability Company

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENT OF FINANCIAL POSITION

June 30, 2012

(With Summarized Financial Information for June 30, 2011)

ASSETS

	<u>2012</u>	<u>2011</u>
Cash and cash equivalents	\$ 525,550	\$ 913,227
Accounts receivable, less allowance for uncollectible accounts of \$1,041,436 in 2012 and \$1,088,308 in 2011	2,038,522	1,436,548
Investments	2,025,859	2,009,298
Prepaid expenses	75,587	182,992
Property and equipment, net	3,033,004	2,803,103
Debt issuance costs, net of accumulated amortization of \$6,908 in 2012 and \$4,116 in 2011	<u>11,049</u>	<u>13,841</u>
Total assets	<u>\$7,709,571</u>	<u>\$7,359,009</u>

LIABILITIES AND NET ASSETS

Liabilities:		
Accounts payable and accrued expenses	\$ 229,276	\$ 138,510
Accrued payroll	143,664	114,461
Accrued vacation	444,645	406,481
Deferred revenue	34,676	8,789
Medicaid payable	48,411	18,721
Notes payable	1,836,821	1,898,445
Capital lease obligation	112,180	-
Contingency reserve	730,449	705,449
Interest rate swap contract	<u>47,458</u>	<u>47,458</u>
Total liabilities	3,627,580	3,338,314
Net assets:		
Unrestricted	2,598,105	2,588,295
Temporarily restricted	1,385,293	1,333,807
Permanently restricted	<u>98,593</u>	<u>98,593</u>
Total net assets	<u>4,081,991</u>	<u>4,020,695</u>
Total liabilities and net assets	<u>\$7,709,571</u>	<u>\$7,359,009</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2012

(With Summarized Financial Information for the Year Ended June 30, 2011)

	Unrestricted	Temporarily Restricted	Permanently Restricted	2012	2011
Revenues, gains and other support:					
Program service fees, net	\$10,064,209	\$ —	\$ —	\$10,064,209	\$ 8,791,288
State of New Hampshire - BBH	590,648	—	—	590,648	475,104
Federal grants	1,134,175	—	—	1,134,175	926,000
Rental income	101,813	—	—	101,813	102,367
Support, local governments	70,440	—	—	70,440	115,494
Contributions	65,968	13,324	—	79,292	73,062
United Way	15,591	—	—	15,591	6,894
Other	52,963	—	—	52,963	78,861
Net assets released from restriction	9,945	(9,945)	—	—	—
Total revenues, gains and other support	12,105,752	3,379	—	12,109,131	10,569,070
Expenses:					
BBH funded program services:					
Children's services	1,973,840	—	—	1,973,840	2,127,024
Elderly services	475,687	—	—	475,687	490,210
Intake/placement services	64,233	—	—	64,233	132,315
Crisis response	250,294	—	—	250,294	204,346
Brief hospitalization	21,112	—	—	21,112	21,461
Rehabilitation partial hospitalization	—	—	—	—	77,817
Vocational services	191,775	—	—	191,775	184,929
Adult outpatient	1,065,835	—	—	1,065,835	936,290
Multi-service team	3,165,906	—	—	3,165,906	3,853,539
ACT Team	380,766	—	—	380,766	467,858
Independent housing	1,282,702	—	—	1,282,702	302,853
Substance abuse	604,621	—	—	604,621	338,501
Other non-BBH funded program services:					
Child impact	32,852	—	—	32,852	30,374
Service link	1,855	—	—	1,855	68,691
PRC Hopes	19,753	—	—	19,753	4,305
Court division	198,613	—	—	198,613	107,306
SAMHSA	559,981	—	—	559,981	487,755
RAISE	57,054	—	—	57,054	56,641
Supervised visitation	98,758	—	—	98,758	96,266
Research	281,308	—	—	281,308	123,584
Total program services	10,726,945	—	—	10,726,945	10,112,065
Administrative expenses	1,409,819	—	—	1,409,819	1,096,574
Fundraising expenses	—	—	—	—	91,827
Total expenses	12,136,764	—	—	12,136,764	11,300,466
(Deficiency) excess of revenues, gains and other support over expenses	(31,012)	3,379	—	(27,633)	(731,396)

COMMUNITY COUNCIL OF NASHUA, NH

**STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended June 30, 2012

(With Summarized Financial Information for the Year Ended June 30, 2011)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2012</u>	<u>2011</u>
(Deficiency) excess of revenues, gains and other support over expenses	\$ (31,012)	\$ 3,379	\$ —	\$ (27,633)	\$ (731,396)
Other income:					
Investment income	31,389	30,883	—	62,272	60,118
Realized and unrealized gains on investments	<u>9,433</u>	<u>17,224</u>	<u>—</u>	<u>26,657</u>	<u>269,704</u>
Total nonoperating income	<u>40,822</u>	<u>48,107</u>	<u>—</u>	<u>88,929</u>	<u>329,822</u>
Increase (decrease) in net assets	9,810	51,486	—	61,296	(401,574)
Net assets, beginning of year	<u>2,588,295</u>	<u>1,333,807</u>	<u>98,593</u>	<u>4,020,695</u>	<u>4,422,269</u>
Net assets, end of year	<u>\$ 2,598,105</u>	<u>\$ 1,385,293</u>	<u>\$ 98,593</u>	<u>\$ 4,081,991</u>	<u>\$ 4,020,695</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENT OF CASH FLOWS

Year Ended June 30, 2012

(With Summarized Financial Information for the Year Ended June 30, 2011)

	<u>2012</u>	<u>2011</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 61,296	\$ (401,574)
Adjustments to reconcile increase (decrease) in net assets to net cash used by operating activities:		
Depreciation and amortization	158,431	124,555
Net realized and unrealized gains on investments	(26,657)	(269,704)
Increase (decrease) in contingency reserve	25,000	(118,700)
Write-down of receivables to net realizable value	1,069,944	1,404,823
Increase in interest rate swap contract	—	7,963
Changes in operating assets and liabilities:		
Accounts receivable, net	(1,671,918)	(1,439,468)
Prepaid expenses	107,405	(47,347)
Accounts payable and accrued expenses	90,766	47,004
Accrued payroll and vacation	67,367	(174,434)
Medicaid payable	29,690	(69,777)
Deferred revenue	25,887	2,894
Net cash used by operating activities	(62,789)	(933,765)
Cash flows from investing activities:		
Purchases of investments	(1,259,935)	(2,115,178)
Proceeds from sale of investments	1,270,031	2,541,486
Purchase of fixed assets	(241,310)	(298,848)
Net cash (used) provided by investing activities	(231,214)	127,460
Cash flows from financing activities:		
Increase in debt issuance costs	—	(7,291)
Proceeds from long-term debt and line of credit	430,000	931,000
Principal payments on long-term debt and line of credit	(491,624)	(979,499)
Payments on capital lease obligation	(32,050)	—
Net cash used by financing activities	(93,674)	(55,790)
Net decrease in cash and cash equivalents	(387,677)	(862,095)
Cash and cash equivalents, beginning of year	<u>913,227</u>	<u>1,775,322</u>
Cash and cash equivalents, end of year	<u>\$ 525,550</u>	<u>\$ 913,227</u>
Supplemental disclosures of cash flow information:		
Cash paid for:		
Interest	<u>\$ 102,991</u>	<u>\$ 96,873</u>
Supplemental disclosure of noncash activities:		
Assets acquired under capital lease arrangement	<u>\$ 144,230</u>	<u>\$ —</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENT OF REVENUES AND FUNCTIONAL EXPENSES

Year Ended June 30, 2012

	Total Agency	Total Administration	Total Programs	Children and Adolescents	Elderly Services	Intake	Emergency Services Non-DRH	Brief/DRF	Vocational Services	Adult Outpatient	Multi-Service Team	ACT Team
Program service fees												
Net client fees	\$ 307,718	\$ -	\$ 307,718	\$ (22,468)	\$ 8,285	\$ 17,214	\$ 13,244	\$ 1,555	\$ 6,088	\$ 93,955	\$ (161,530)	\$ (1,402)
BC/BS	431,564	-	431,564	110,800	20,900	6,003	2,106	4,672	-	120,526	20,583	1,255
Medicaid	8,191,206	-	8,191,206	2,658,893	655,234	7,589	18,806	6,090	49,974	363,612	3,146,789	321,499
Medicare	471,211	-	471,211	(2,489)	80,806	4,517	3,149	7,913	270	194,457	160,155	7,635
Other insurance	493,653	-	493,653	101,666	14,717	4,889	2,141	6,032	-	107,044	16,541	218
Other program fees	168,857	-	168,857	-	-	-	-	-	-	-	-	-
Total program service fees	10,064,209	-	10,064,209	2,846,402	779,942	40,212	39,446	26,262	56,332	879,594	3,182,538	329,205
State of New Hampshire - BBH												
Federal grants	590,648	-	590,648	-	-	-	-	-	20,000	-	322,969	80,000
Rental income	1,134,175	-	1,134,175	-	-	-	-	-	-	-	46,231	-
Support, local governments	101,813	-	101,813	-	-	-	-	-	-	57,147	-	-
Contributions	70,440	-	70,440	-	-	-	-	-	3,445	66,995	-	-
United Way	79,292	-	79,292	500	-	-	-	-	-	77,373	288	75
Other revenue	15,591	-	15,591	6,840	-	-	-	-	-	5,596	-	-
	141,892	-	141,892	-	-	-	-	-	15,005	88,929	-	-
Total revenue	12,198,060	-	12,198,060	2,853,742	779,942	40,212	39,446	26,262	94,782	1,175,634	3,552,026	409,280

	Total Agency	Total Administration	Total Programs	Children and Adolescents	Elderly Services	Intake	Emergency Services Non-DRH	Brief/DRF	Vocational Services	Adult Outpatient	Multi-Service Team	ACT Team
Expenses:												
Salaries and wages	\$ 7,424,164	\$ 892,568	\$ 6,531,596	\$ 1,321,148	\$ 323,439	\$ 23,632	\$ 138,280	\$ -	\$ 125,233	\$ 632,416	\$ 2,113,724	\$ 235,653
Employee benefits	1,558,273	144,461	1,413,812	288,400	58,062	29,132	14,547	-	24,753	90,288	495,863	58,112
Payroll taxes	617,684	87,706	529,978	110,516	27,081	2,045	5,943	-	10,392	49,826	169,767	19,502
Substitute staff	17,676	15,068	2,608	2,228	19	3	9	-	3	12	93	9
Client evaluations/services	84,448	-	84,448	-	-	-	63,336	21,112	-	-	-	-
Accounting	49,952	49,630	322	11	3	1	2	-	1	212	16	2
Audit fees	39,246	33,902	5,344	1,181	338	56	169	-	56	225	1,688	169
Legal fees	33,321	4,939	28,382	7,331	1,514	247	742	-	248	990	8,996	1,806
Other prof. fees/consultations	464,633	53,118	411,515	17,678	5,129	775	2,249	-	12,250	4,261	60,193	2,299
Journals and publications	1,622	483	1,139	155	44	7	22	-	7	29	502	22
Conferences and conventions	20,609	581	20,028	2,841	557	6	18	-	806	1,307	1,568	2,308
Other staff development	710	710	-	-	-	-	-	-	-	-	-	-
Rent	-	(105)	105	(441)	(126)	(21)	(63)	-	(21)	(84)	(630)	(63)
Mortgage (interest)	95,238	-	95,238	-	-	-	538	-	-	95,238	-	-
Heating costs	17,934	897	17,037	3,766	1,076	179	538	-	180	717	5,380	538
Other utilities	94,770	4,738	90,032	19,902	5,686	948	2,843	-	948	3,791	28,431	2,843
Maintenance and repairs	143,825	7,494	136,331	29,846	8,500	1,417	4,249	-	1,416	5,666	42,769	4,249
Other occupancy costs	39,333	7,756	31,577	4,492	1,232	205	616	-	205	1,014	6,161	616
Office	93,532	19,375	74,157	14,227	3,631	605	1,815	-	894	2,476	18,929	1,816
Building/household	24,645	-	24,645	5,553	1,495	249	748	-	385	997	7,486	756
Educational training	1,453	-	1,453	296	-	-	-	-	5,292	-	179	-
Production and sales	5,292	-	5,292	-	-	-	-	-	20	81	864	77
Food	12,240	4,735	7,505	4,202	121	20	61	-	-	-	-	-
Medical	265	265	-	-	-	-	-	-	-	-	-	-
Advertising	16,953	3,498	13,455	2,793	798	133	399	-	133	532	3,990	399
Printing	31,648	3,451	28,197	6,125	1,258	143	429	-	385	1,667	8,938	512
Telephone/communication	135,437	6,168	129,269	27,242	7,739	1,052	3,163	-	1,752	6,465	39,469	4,807
Postage/shipping	13,740	1,675	12,065	2,675	746	124	373	-	124	498	3,817	373
Staff	183,406	8,285	175,121	34,808	9,587	465	1,411	-	3,329	11,085	50,452	6,764
Clients	2,464	200	2,264	-	-	-	-	-	-	873	100	-
Client services	436,354	1,081	435,273	4,489	580	31	61	-	205	781	12,048	28,862
Malpractice and bonding	115,303	5,765	109,538	24,214	6,918	1,153	3,459	-	1,153	4,612	34,591	3,459
Vehicles	48,820	2,441	46,379	10,252	2,929	488	1,465	-	488	1,953	14,646	1,465
Comprehensive property and liability	56,448	2,822	53,626	11,854	3,387	565	1,693	-	565	2,258	16,934	1,694
Interest expense	7,753	-	7,753	-	-	-	-	-	-	7,753	-	-
(other than mortgage)	48,274	27,340	20,934	-	-	-	-	-	-	20,934	-	-
Depreciation, equipment	107,365	-	107,365	-	-	-	-	-	-	107,365	-	-
Depreciation, building	35,052	6,207	28,845	5,838	1,668	278	834	-	278	1,113	8,340	834
Equipment rental	19,526	2,594	16,932	3,974	1,042	174	521	-	174	695	5,209	521
Equipment maintenance	36,160	8,775	27,385	6,250	1,234	121	362	-	121	7,789	5,393	362
Membership dues	1,196	1,196	-	-	-	-	-	-	-	-	-	-
Other expenditures	12,136,764	1,409,819	10,726,945	1,973,840	475,687	64,233	250,294	21,112	191,775	1,065,835	3,165,906	380,766
Total program expenses	-	(1,409,819)	1,409,819	259,280	62,460	20,303	24,182	22,113	24,182	110,695	470,841	50,175
Administrative allocation	12,136,764	-	12,136,764	2,233,120	538,147	84,536	274,476	43,225	215,957	1,176,530	3,636,747	430,941
Total expenses	\$ 61,296	\$ -	\$ 61,296	\$ 620,622	\$ 241,795	\$ (44,324)	\$ (235,030)	\$ (16,963)	\$ (121,175)	\$ (896)	\$ (84,721)	\$ (21,661)
Surplus (deficit)												

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENT OF REVENUES AND FUNCTIONAL EXPENSES (CONTINUED)

Year Ended June 30, 2012

	Independent Housing	Substance Abuse	Supervised Visitation	Child Impact	Disaster Liaison	REAP	PRC Hopes	Court Division	SAMHSA	Research	RAISE
Program service fees											
Net client fees	\$ 133,038	\$ 174,403	\$ 7,613	\$ 37,723	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BC/BS	-	144,719	-	-	-	-	-	-	-	-	-
Medical	952,527	10,193	-	-	-	-	-	-	-	-	-
Medicare	3,082	11,716	-	-	-	-	-	-	-	-	-
Other insurance	-	240,405	-	-	-	-	-	-	-	-	-
Other program fees	25	-	-	-	-	-	-	-	-	168,832	-
Total program service fees	1,088,672	581,436	7,613	37,723	-	-	-	-	-	168,832	-
State of New Hampshire - BBH	166,419	-	1,260	-	-	-	-	-	-	-	-
Federal grants	70,802	-	35,772	-	-	-	-	243,909	625,001	55,232	57,228
Rental income	44,666	-	-	-	-	-	-	-	-	-	-
Support, local governments	-	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	1,056	-
United Way	-	-	3,155	-	-	-	-	-	-	-	-
Other revenue	-	-	-	-	-	7,978	19,980	-	10,000	-	-
Total revenue	1,370,559	581,436	47,800	37,723	-	7,978	19,980	243,909	635,001	225,120	57,228

	Independent Housing	Substance Abuse	Supervised Visitation	Child Impact	Disaster Liaison	REAP	PRC Hopes	Court Division	SAMHSA	Research	RAISE
Expenses:											
Salaries and wages	\$ 446,805	\$ 436,345	\$ 51,135	\$ 28,738	\$ 1,731	\$ -	\$ 17,990	\$ 151,077	\$ 219,070	\$ 231,235	\$ 33,945
Employee benefits	198,294	77,749	18,975	-	-	-	-	20,160	28,421	2,575	8,481
Payroll taxes	41,160	35,579	4,272	416	124	-	1,763	10,221	18,130	20,081	3,160
Substitute staff	65	16	-	-	-	-	-	-	151	-	-
Client evaluations/services	-	-	-	-	-	-	-	-	-	-	-
Accounting	11	3	-	-	-	-	-	-	-	60	-
Audit fees	1,181	281	-	-	-	-	-	-	-	-	-
Legal fees	5,196	1,237	-	-	-	-	-	-	-	75	-
Other prof. fees/consultations	15,740	3,748	16,295	-	-	-	-	600	270,085	213	-
Journals and publications	155	37	-	-	-	-	-	-	-	159	-
Conferences and conventions	557	1,125	150	-	-	-	-	7,060	21	1,704	-
Other staff development	-	-	-	-	-	-	-	-	-	-	-
Rent	(441)	(105)	2,100	-	-	-	-	-	-	-	-
Mortgage (interest)	-	-	-	-	-	-	-	-	-	-	-
Heating costs	3,766	897	-	-	-	-	-	-	-	-	-
Other utilities	19,902	4,738	-	-	-	-	-	-	-	-	-
Maintenance and repairs	30,904	7,103	-	-	-	-	-	-	200	12	-
Other occupancy costs	4,378	1,092	-	-	-	-	-	-	11,006	560	-
Office	12,993	7,011	-	2,798	-	-	-	-	5,022	1,940	-
Building/household	5,255	1,248	-	-	-	-	-	-	473	-	-
Educational training	169	815	-	-	-	-	-	-	-	-	-
Production and sales	-	-	-	-	-	-	-	-	-	-	-
Food	561	213	122	-	78	-	-	77	959	49	-
Medical	-	-	-	-	-	-	-	-	-	-	-
Advertising	2,793	665	-	-	-	-	-	-	-	820	-
Printing	3,599	3,574	-	-	-	-	-	-	1,431	136	-
Telephone/communication	27,343	5,098	1,385	-	-	-	-	3,306	448	-	-
Postage/shipping	2,613	622	-	-	-	-	-	-	-	100	-
Staff	42,898	1,144	4,024	-	-	-	-	6,112	1,869	1,173	-
Clients	-	-	-	-	-	-	-	-	1,291	-	-
Client services	357,967	124	-	-	-	-	-	-	1,304	17,431	11,468
Malpractice and bonding	24,214	5,765	-	-	(78)	-	-	-	-	-	-
Vehicles	10,252	2,441	-	-	-	-	-	-	-	-	-
Comprehensive property and liability	11,854	2,822	-	-	-	-	-	-	-	-	-
Interest expense	-	-	-	-	-	-	-	-	-	-	-
(other than mortgage)	-	-	-	-	-	-	-	-	-	-	-
Depreciation, equipment	-	-	-	-	-	-	-	-	-	-	-
Depreciation, building	-	-	-	-	-	-	-	-	-	-	-
Equipment rental	6,338	1,390	-	-	-	-	-	-	-	1,934	-
Equipment maintenance	3,646	976	-	-	-	-	-	-	-	-	-
Membership dues	2,534	868	300	900	-	-	-	-	100	1,051	-
Other expenditures	-	-	-	-	-	-	-	-	-	-	-
Total program expenses	1,282,702	604,621	98,758	32,852	1,855	-	19,753	198,613	559,981	281,308	57,054
Administrative allocation	58,322	68,150	4,404	7,500	-	7,550	-	45,296	54,075	120,291	-
Total expenses	1,341,024	672,771	103,162	40,352	1,855	7,550	19,753	243,909	614,056	401,599	57,054
Surplus (deficit)	\$ 29,535	\$ (91,335)	\$ (55,362)	\$ (2,629)	\$ (1,855)	\$ 428	\$ 227	\$ -	\$ 20,945	\$ (176,479)	\$ 174

COMMUNITY COUNCIL OF NASHUA, NH
DBA
Greater Nashua Mental Health Center at Community Council

MISSION

**Greater Nashua Mental Health Center
at Community Council works with the community
to meet the mental health needs of its residents by
providing evaluation, treatment, resource
development, education, and research.**

KEY ADMINISTRATIVE PERSONNEL - FY2014

GREATER NASHUA MENTAL HEALTH CENTER at COMMUNITY COUNCIL

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Hisham Hafez	0.26	\$ 32,238.00	\$ 13,207.35	41%
Chief Financial Officer	Catherine Bowler	1.00	\$ 85,000.00	\$ 34,823.04	41%
Medical Director	Hisham Hafez	0.84	\$ 267,618.00	\$ 109,638.48	41%
Associate Exec. Director	Michael Flaherty	1.00	\$ 110,000.00	\$ 45,065.10	41%

Curriculum Vitae

Hisham M. Hafez, MD
Executive Director – Chief Medical Officer
Community Council of Nashua, NH
(603) 889-6147

Institution and Location	Degree	Year Conferred	Field of Study
Alexandria University School of Medicine Alexandria, Egypt	M.B.ChB	1974	Medicine
Alexandria University Alexandria, Egypt	Internship	1975-1976	Medicine
New York Medical College Westchester, NY	Residency	1976-1978	Medicine
Yale University New Haven, CT	Residency	1978-1979	Psychiatry
Yale Psych. Institute New Haven, CT	Fellowship	1979-1981	Post-Doctoral Fellow in Clinical Research
Board Certified : Psychiatry and Geriatrics			

Position	Institution/Employer and Location	Dates of Employment
Executive Director/Chief Medical Officer	Community Council of Nashua Nashua, NH USA	Oct. 2005-present
Executive Director of Behavioral Health Services	Foundation Medical Partners Southern N.H. Medical Center Nashua, New Hampshire	1999-2005
Medical Director	Charter Behavioral Health System of Brookside/N.E., LLC Nashua, NH	1992-1999
Medical Director	Northeast Psychiatric Associates Nashua, NH	1991-2005
Associate Medical Director	Brookside Hospital Nashua, NH	1988-1992
Service Chief	Connecticut Mental Health Center New Haven, CT	1982-1987
Asst. Professor of Psychiatry	Yale University School of Medicine and Connecticut Mental Health Center New Haven, CT	1981-1987

Greater Nashua Mental Health Center

at Community Council

Hisham Hafez, MD, *Executive Director & Chief Medical Officer* • H. Scott Flegal, Esquire, *President*

BOARD OF DIRECTORS 2013

March 13, 2013

PRESIDENT

H. Scott Flegal, Esq.

FIRST VICE PRESIDENT

James Fasoli

SECOND VICE PRESIDENT

Earle Rosse

SECRETARY

Jone Labombard

TREASURER

Marie Tule, CPA

ASSISTANT TREASURER

Edmund Sylvia

EXECUTIVE DIRECTOR/CHIEF MEDICAL OFFICER

Hisham Hafez, M.D.,

E-Mail: hafezh@gnmhc.org

TERM EXPIRES FEBRUARY 2016

SANDERS F BURSTEIN, MD (2013)

JONE LABOMBARD (2010)

TERM EXPIRES FEBRUARY 2015

CATHERINE M. DEVINE, ESQ. (2012)

JAMES S. FASOLI (2009)

TIMOTHY J. McMAHON, JR. (2009)

RICHARD L. SHARKEY (2009)

MARY ANN SOMERVILLE (2012)

RUTH MARIE SWISHER (2012)

TERM EXPIRES FEBRUARY 2014

PAMELA BURNS (2011)

H. SCOTT FLEGAL, ESQ. (2005)

DONALD L. MOUSSEAU, JR. (2005)

KATHIE RICE ORSHAK, MA (2011)

EARLE ROSSE (2011)

EDMUND SYLVIA (2012)

MARIE TULE, CPA (2011)

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire nonprofit corporation formed December 24, 1923. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2013

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

William M. Gardner
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Greater Nashua Mental Health Center at Community Council is a New Hampshire trade name registered on October 21, 2008 and that THE COMMUNITY COUNCIL OF NASHUA, N.H. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April, A.D. 2013

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

William M. Gardner
Secretary of State

FY 2014 BUDGET

400	PROG. SERV. FEES	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Older Adult Services 102	Intake 103	*Emergency Services/ Assessment 104
401	Net client fees	425,000	0	425,000	35,000	10,000	0	0
402	HMO's	0	0	0	0	0	0	0
403	BC/BS	660,500	0	660,500	88,000	40,000	0	0
404	Medicaid	8,331,967	0	8,331,967	2,609,669	337,500	16,000	10,000
405	Medicare	607,000	0	607,000	0	275,000	0	5,000
406	Other insurance	581,290	0	581,290	62,000	25,000	0	0
411	Other program fees	150,000	0	150,000	0	0	0	0
	SUBTOTAL	10,755,757	0	10,755,757	2,794,669	687,500	16,000	15,000
420	PROG. SALES							
421	Production	0	0	0	0	0	0	0
422	Service	0	0	0	0	0	0	0
430	PUBLIC SUPPORT							
431	United Way	3,000	0	3,000	0	0	0	0
432	Local/County Government	84,700	0	84,700	0	0	0	0
433	Donations/Contributions	59,500	0	59,500	0	0	0	0
434	Bur. Developmental Services	0	0	0	0	0	0	0
435	Other public support	0	0	0	0	0	0	0
436	Div. Voc. Rehab.	0	0	0	0	0	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0
438	Div. for Children, Youth & Families	1,770	0	1,770	1,770	0	0	0
439	State Emergency Shelter Grant	0	0	0	0	0	0	0
440	FEDERAL FUNDING							
441	Block Grants	0	0	0	0	0	0	0
442		0	0	0	0	0	0	0
443		0	0	0	0	0	0	0
444	HUD	26,000	0	26,000	0	0	0	0
445	Other Federal Grants	589,789	0	589,789	30,000	0	0	0
446	PATH	40,300	0	40,300	0	0	0	0
447		140,000	0	140,000	0	0	0	0
448	MHSJP	0	0	0	0	0	0	0
450	OTHER REVENUE							
451	Rental Income	0	0	0	0	0	0	0
452	Interest Income	250,000	0	250,000	0	0	0	0
453	In-Kind Donations	0	0	0	0	0	0	0
454	All Other Revenue	0	0	0	0	0	0	0
480	BBH							
481	Bur. of Behavioral Health	714,680	0	714,680	0	0	0	71,736
482	Other BBH	0	0	0	0	0	0	0
483		0	0	0	0	0	0	0
484		0	0	0	0	0	0	0
	SUBTOTAL	12,665,496	0	12,665,496	2,826,439	687,500	16,000	86,736
500	General Management Allocation	0	0	0	0	0	0	0
	TOTAL PROGRAM REVENUES	12,665,496	0	12,665,496	2,826,439	687,500	16,000	86,736

FY 2014 BUDGET

400	PROG. SERV. FEES	Restorative Partial Hospital 108	Vocational Services 109	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Independent Housing 124	Other Non-BBH 199
401	Net client fees	7,500	0	200,000	15,000	7,500	15,000	135,000
402	HMO's	0	0	0	0	0	0	0
403	BC/BS	0	0	150,000	32,500	0	0	350,000
404	Medicaid	200,500	75,000	500,000	3,023,850	300,000	1,244,448	15,000
405	Medicare	0	0	200,000	112,000	15,000	0	0
406	Other insurance	8,500	0	125,000	10,000	0	0	350,790
411	Other program fees	0	0	0	0	0	0	150,000
	SUBTOTAL	216,500	75,000	1,175,000	3,193,350	322,500	1,259,448	1,000,790
420	PROG. SALES							
421	Production	0	0	0	0	0	0	0
422	Service	0	0	0	0	0	0	0
430	PUBLIC SUPPORT							
431	United Way	0	0	0	3,000	0	0	0
432	Local/County Government	0	0	0	34,700	0	0	50,000
433	Donations/Contributions	0	0	0	59,500	0	0	0
434	Bur. Developmental Services	0	0	0	0	0	0	0
435	Other public support	0	0	0	0	0	0	0
436	Div. Voc. Rehab.	0	0	0	0	0	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0
438	Div. for Children, Youth & Families	0	0	0	0	0	0	0
439	State Emergency Shelter Grant	0	0	0	0	0	0	0
440	FEDERAL FUNDING							
441	Block Grants	0	0	0	0	0	0	0
442		0	0	0	0	0	0	0
443		0	0	0	0	0	0	0
444	HUD	0	0	0	0	0	26,000	0
445	Other Federal Grants	0	1,500	0	237,094	0	0	321,195
446	PATH	0	0	0	40,300	0	0	0
447		0	0	0	140,000	0	0	0
448	MHSIP	0	0	0	0	0	0	0
450	OTHER REVENUE							
451	Rental Income	0	0	0	0	0	0	0
452	Interest Income	0	0	250,000	0	0	0	0
453	In-Kind Donations	0	0	0	0	0	0	0
454	All Other Revenue	0	0	0	0	0	0	0
480	BBH							
481	Bur. of Behavioral Health	0	0	0	326,500	115,000	201,444	0
482	Other BBH	0	0	0	0	0	0	0
483		0	0	0	0	0	0	0
484		0	0	0	0	0	0	0
	SUBTOTAL	216,500	76,500	1,425,000	4,034,444	437,500	1,486,892	1,371,985
500	General Management Allocation	0	0	0	0	0	0	0
	TOTAL PROGRAM REVENUES	216,500	76,500	1,425,000	4,034,444	437,500	1,486,892	1,371,985

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Older Adult Services 102	Intake 103	Emergency Services/ Assessment 104
600 PERSONNEL COSTS							
601 Salary & Wages	8,159,788	575,043	7,584,745	1,402,552	414,991	4,095	142,912
602 Employee Benefits	1,754,362	123,634	1,630,728	301,548	89,223	880	30,742
603 Payroll Taxes	611,977	43,128	568,849	105,191	31,124	307	10,718
SUBTOTAL	10,526,127	741,805	9,784,322	1,809,291	535,338	5,282	184,372
610 Client Wages	0	0	0	0	0	0	0
620 PROFESSIONAL FEES							
621 Substitute Staff	30,000	30,000	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0
624 Accounting	17,500	17,500	0	0	0	0	0
625 Audit Fees	44,500	44,500	0	0	0	0	0
626 Legal Fees	35,000	35,000	0	0	0	0	0
627 Other Prof. Fees/Consultations	85,100	0	85,100	0	0	0	0
630 STAFF DEV & TRAINING							
631 Journals & Publications	1,400	0	1,400	250	0	75	0
632 In-Service Training	5,200	0	5,200	0	0	0	0
633 Conferences & Conventions	10,700	5,000	5,700	1,200	500	0	0
634 Other Staff Development	12,500	12,500	0	0	0	0	0
640 OCCUPANCY COSTS							
641 Rent	0	0	0	0	0	0	0
642 Mortgage (Interest)	80,000	0	80,000	21,162	5,235	125	115
643 Heating Costs	18,000	18,000	0	0	0	0	0
644 Other Utilities	75,000	75,000	0	0	0	0	0
645 Maintenance & Repairs	100,000	100,000	0	0	0	0	0
646 Taxes	0	0	0	0	0	0	0
647 Other Occupancy Costs	76,200	75,000	1,200	0	0	0	0
650 CONSUMABLE SUPPLIES							
651 Office	67,000	65,000	2,000	0	0	0	0
652 Building/Household	25,000	25,000	0	0	0	0	0
653 Educational/Training	101,500	0	101,500	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0
655 Food	7,340	7,340	0	0	0	0	0
656 Medical	31,000	0	31,000	0	0	0	0
657 Other Consumable Supplies	1,700	0	1,700	0	0	0	0
SUBTOTAL PAGE	11,350,767	1,251,645	10,099,122	1,831,903	541,073	5,482	184,487

FY 2014 BUDGET

	Restorative Partial Hospital 108	Vocational Services 109	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Independent Housing 124	Other Non-BBH 199
600 PERSONNEL COSTS							
601 Salary & Wages	166,637	161,821	801,452	2,575,418	318,357	801,712	794,798
602 Employee Benefits	35,826	34,791	172,312	554,849	68,446	172,368	169,743
603 Payroll Taxes	12,497	12,136	60,108	193,156	23,876	60,128	59,608
SUBTOTAL	214,960	208,748	1,033,872	3,323,423	410,679	1,034,208	1,024,149
610 Client Wages	0	0	0	0	0	0	0
620 PROFESSIONAL FEES							
621 Substitute Staff	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0	0
625 Audit Fees	0	0	0	0	0	0	0
626 Legal Fees	0	0	0	0	0	0	0
627 Other Prof. Fees/Consultations	0	0	0	0	0	0	85,100
630 STAFF DEV & TRAINING							
631 Journals & Publications	0	75	250	250	0	250	250
632 In-Service Training	0	0	0	0	0	0	5,200
633 Conferences & Conventions	0	0	750	2,500	0	0	750
634 Other Staff Development	0	0	0	0	0	0	0
640 OCCUPANCY COSTS							
641 Rent	0	0	0	0	0	0	0
642 Mortgage (Interest)	1,660	575	7,476	24,411	2,415	9,542	7,284
643 Heating Costs	0	0	0	0	0	0	0
644 Other Utilities	0	0	0	0	0	0	0
645 Maintenance & Repairs	0	0	0	0	0	0	0
646 Taxes	0	0	0	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0	0	1,200
650 CONSUMABLE SUPPLIES							
651 Office	0	0	0	0	0	0	2,000
652 Building/Household	0	0	0	0	0	0	0
653 Educational/Training	0	1,500	0	100,000	0	0	0
654 Production & Sales	0	0	0	0	0	0	0
655 Food	0	0	0	0	0	0	0
656 Medical	0	0	0	7,500	0	0	23,500
657 Other Consumable Supplies	0	0	0	0	0	0	1,700
SUBTOTAL PAGE	216,620	210,898	1,042,348	3,458,084	413,094	1,044,000	1,151,133

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Older Adult Services 102	Intake 103	Emergency Services/ Assessment 104
Total Carried Forward	11,350,767	1,251,645	10,099,122	1,831,903	541,073	5,482	184,487
700 Advertising	13,500	12,500	1,000	0	0	0	0
710 Printing	25,500	0	25,500	3,000	750	0	250
720 Telephone/Communication	103,600	0	103,600	27,250	6,738	157	148
730 Postage/Shipping	25,600	25,000	600	0	0	0	0
740 TRANSPORTATION							
741 Board Members	0	0	0	0	0	0	0
742 Staff	177,500	4,000	173,500	25,000	15,000	0	0
743 Clients	5,000	0	5,000	0	0	0	0
744 Delivery Products	0	0	0	0	0	0	0
750 ASSIST.TO INDIVIDUALS							
751 Client Services	240,778	0	240,778	0	0	0	0
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	194,996	0	194,996	51,582	12,757	300	280
762 Vehicles	4,510	0	4,510	190	295	0	0
763 Comprehensive, Property & Liability	139,995	0	139,995	37,033	9,158	215	201
800 OTHER EXPENDITURES							
801 Interest Expense (other than Mortgage Interest)	13,784	13,784	0	0	0	0	0
802 In-Kind Expense	0	0	0	0	0	0	0
803 Depreciation, Equipment	85,700	0	85,700	0	0	0	0
804 Depreciation, Building	128,300	0	128,300	0	0	0	0
805 Equipment Rental	32,000	32,000	0	0	0	0	0
806 Equipment Maintenance	2,500	2,500	0	0	0	0	0
807 Membership Dues	23,466	10,000	13,466	2,216	500	0	0
810 Other Expenditures	98,000	98,000	0	0	0	0	0
TOTAL EXPENSES	12,665,496	1,449,429	11,216,067	1,978,174	586,271	6,154	185,366
900 Administrative Allocation	0	(1,449,429)	1,449,429	260,030	68,559	719	21,676
TOTAL PROGRAM EXPENSES	12,665,496	0	12,665,496	2,238,204	654,830	6,873	207,042
SURPLUS/(DEFICIT)	0	0	0	588,235	32,670	9,127	(120,306)
Total Revenue - Total Expense (line 49 - 115)							

FY 2014 BUDGET

	Restorative Partial Hospital 108	Vocational Services 109	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Independent Housing 124	Other Non-BBH 199
Total Carried Forward	216,620	210,898	1,042,348	3,458,084	413,094	1,044,000	1,151,133
700 Advertising	0	0	0	0	0	0	1,000
710 Printing	0	0	2,000	5,000	2,500	750	11,250
720 Telephone/Communication	2,137	740	9,626	31,430	3,110	12,286	9,978
730 Postage/Shipping	0	0	0	0	0	0	600
740 TRANSPORTATION							
741 Board Members	0	0	0	0	0	0	0
742 Staff	7,500	3,500	2,500	60,000	18,000	38,000	4,000
743 Clients	0	0	0	0	0	0	5,000
744 Delivery Products	0	0	0	0	0	0	0
750 ASSIST. TO INDIVIDUALS							
751 Client Services	0	0	0	0	11,834	227,444	1,500
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	4,046	1,401	18,225	59,502	5,887	23,260	17,756
762 Vehicles	1,190	35	420	1,375	135	525	345
763 Comprehensive, Property & Liability	2,905	1,006	13,084	42,719	4,227	16,700	12,747
800 OTHER EXPENDITURES							
801 Interest Expense (other than Mortgage Interest)	0	0	0	0	0	0	0
802 In-Kind Expense	0	0	0	0	0	0	0
803 Depreciation, Equipment	0	0	85,700	0	0	0	0
804 Depreciation, Building	0	0	128,300	0	0	0	0
805 Equipment Rental	0	0	0	0	0	0	0
806 Equipment Maintenance	0	0	0	0	0	0	0
807 Membership Dues	0	0	2,000	4,000	2,000	0	2,750
810 Other Expenditures	0	0	0	0	0	0	0
TOTAL EXPENSES	234,398	217,580	1,304,203	3,662,110	460,787	1,362,965	1,218,059
900 Administrative Allocation	27,410	25,444	195,252	499,480	53,885	176,378	120,596
TOTAL PROGRAM EXPENSES	261,808	243,024	1,499,455	4,161,590	514,672	1,539,343	1,338,655
SURPLUS/(DEFICIT)	(45,308)	(166,524)	(74,455)	(127,146)	(77,172)	(52,451)	33,330
Total Revenue - Total Expense (line 49 - 115)							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2013

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street PO Box 1089 Nashua NH 03061	CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603-689-7229 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: cbeauregard@eatonberube.com
INSURED COMCO3 Community Council of Nashua NH Inc. 100 West Pearl Street Nashua NH 03060	INSURER(S) AFFORDING COVERAGE INSURER A: Scottsdale Insurance Co INSURER B: Acadia Insurance Company INSURER C: Liberty Mutual Fire Ins Co INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1989295359 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		OPS0059447	11/12/2012	11/12/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		CAA000406529	11/12/2012	11/12/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ RETENTION \$10,000 ☐ OCCUR ☐ CLAIMS-MADE		UMS0026516	11/12/2012	11/12/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC051758885	1/15/2013	1/15/2014	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986		OPS0059447	11/12/2012	11/12/2013	\$5,000,000 \$5,000,000 Each Claim Aggregate

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

Workers Compensation Information: No Excluded officers; coverage for NH

CERTIFICATE HOLDER**CANCELLATION 30**

The Bureau of Behavioral Health
c/o Sandy Lawrence Rm 210S
105 Pleasant Street, Main Bldg.
Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

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Budget Form

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

Community Council of Nashua, NH dba Greater
Nashua Mental Health Center at Community
Bidder/Program Name: Council

Budget Request for: Community Mental Health Services

(Name of RFP)

Budget Period: 07/01/2013 - 06/30/2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 7,584,745.00	\$ 575,043.00	\$ 8,159,788.00	Direct Service Hours
2. Employee Benefits	\$ 2,199,577.00	\$ 166,762.00	\$ 2,366,339.00	Direct Service Hours
3. Consultants	\$ 105,100.00	\$ 10,000.00	\$ 115,100.00	Direct Service Hours
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ 34,500.00	\$ 34,500.00	Direct Service Hours
Repair and Maintenance	\$ -	\$ 100,000.00	\$ 100,000.00	Direct Service Hours
Purchase/Depreciation	\$ 52,000.00	\$ 162,000.00	\$ 214,000.00	Direct Service Hours
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 25,500.00	\$ -	\$ 25,500.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 32,700.00	\$ -	\$ 32,700.00	
Office	\$ 59,017.00	\$ 7,983.00	\$ 67,000.00	FTE Allocation Program
6. Travel	\$ 173,500.00	\$ 4,000.00	\$ 177,500.00	
7. Occupancy	\$ 175,896.00	\$ 25,644.00	\$ 201,540.00	FTE Allocation Program
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 83,996.00	\$ 19,604.00	\$ 103,600.00	
Postage	\$ 600.00	\$ 25,000.00	\$ 25,600.00	
Subscriptions	\$ 24,866.00	\$ -	\$ 24,866.00	
Audit and Legal	\$ 30,000.00	\$ 67,000.00	\$ 97,000.00	
Insurance	\$ 319,991.00	\$ 19,510.00	\$ 339,501.00	FTE Allocation Program
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 58,800.00	\$ 39,200.00	\$ 98,000.00	FTE Allocation Program
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 129,900.00	\$ -	\$ 129,900.00	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Mortgage Interest	\$ 93,784.00	\$ -	\$ 93,784.00	
Advertising	\$ 13,500.00	\$ -	\$ 13,500.00	
Client Services	\$ 245,778.00	\$ -	\$ 245,778.00	
TOTAL	\$ 11,409,250.00	\$ 1,256,246.00	\$ 12,665,496.00	

Indirect As A Percent of Direct

11.0%

Region VI
Community Council of Nashua, NH, Inc.
DBA Greater Nashua Mental Health Center at
Community Council

Communities Served:

Amherst
Brookline
Hollis
Hudson
Litchfield
Mason
Merrimack
Milford
Mont Vernon
Nashua

Community Mental Health Center

Establishment Dates

Region I

Northern Human Services 03-03-71
87 Washington Street
Conway NH 03818

Region II

West Central Services, Inc. 06-06-85
DBA West Central Behavioral Health 02-05-01
2 Whipple Place, Suite 202 trade name
Lebanon NH 03766

Region III

The Lakes Region Mental Health Center, Inc. 07-14-69
DBA GENESIS – Behavioral Health 5-26-00
111 Church Street trade name
Laconia NH 03246

Region IV

Riverbend Community Mental Health, Inc. 03-25-66
5 Market Lane, PO Box 2032
Concord NH 03302-2032

Region V

Monadnock Family Services 03-05-24
64 Main Street, Suite 301
Keene NH 03431

Region VI

Community Council of Nashua, NH 12-24-23
DBA Greater Nashua Mental Health Center at 10-21-08
Community Council. trade name
7 Prospect Street
Nashua NH 03060-3990

Harbor Homes, Inc. 02-15-80
45 High Street
Nashua NH 03060

Region VII

The Mental Health Center of Greater Manchester 10-17-60
401 Cypress Street
Manchester NH 03103-3628

Region VIII

Seacoast Mental Health Center, Inc. 01-21-63
1145 Sagamore Avenue
Portsmouth NH 03801

Region IX

Behavioral Health and Developmental Services 09-24-82
of Strafford County, Inc.
DBA Community Partners of Strafford County 10-27-03
Forum Court, 113 Crosby Road, Suite 1 trade name
Dover NH 03820

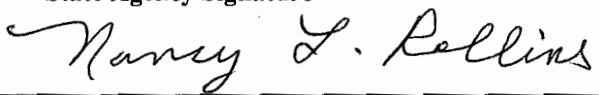
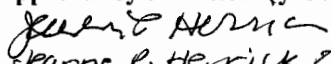
Region X

Mental Health Center for Southern NH 05-06-81
CLM Center for Life Management 10-27-99
44 Stiles Road non-profit
Salem NH 03079

Subject: To Provide Mental Health Services and PATH Services.**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH DHHS-Division of Community Based Services Bureau of Behavioral Health		1.2 State Agency Address 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name The Mental Health Center of Greater Manchester		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103-3628	
1.5 Contractor Phone Number 603-668-4111	1.6 Account Number Various State Accounts. See List in Exhibit B.	1.7 Completion Date 06-30-2014	1.8 Price Limitation \$1,698,723
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Janelle, President/Chief Executive Officer	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>05/08/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace JOANNE C. DUCLOS, Notary Public My Commission Expires October 22, 2013			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs	
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)			
By:  Jeanne P. Herrick, Attorney		On: 27 May 2013	
1.18 Approval by the Governor and Executive Council			
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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

CERTIFICATE OF VOTE

I, Leo Simard, do hereby certify that:

1. I am the duly elected Clerk of The Mental Health Center of Greater Manchester
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 26, 2013.

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

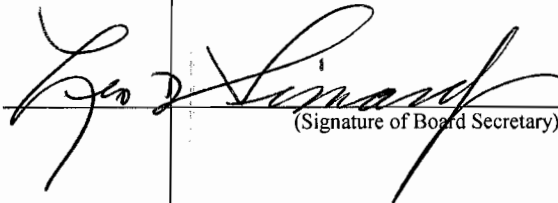
To Provide: Mental Health Services, and
Projects for Assistance in Transition from Homelessness (PATH) Services

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 5/8/13.

4. Peter Janelle is duly elected President/Chief Executive Officer of the Corporation.

(Seal)
(Corporation)

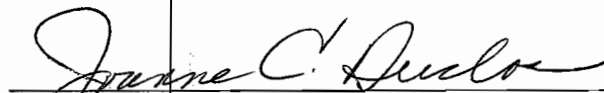

(Signature of Board Secretary)

State of New Hampshire

County of Hillsborough

The foregoing instrument was acknowledged before me this 8th day of May.

By Leo Simard


Name: **Joanne Duclos**
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: October 22, 2013

EXHIBIT A
SCOPE OF WORK

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.

The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. BEHAVIORAL HEALTH SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- C. The Contractor shall provide services in accordance with the service projections set forth on the statistical pages immediately following Exhibit A. These service projections are based upon the needs of its consumers, taking into account the Contractor's caseload, available staffing and other resources, including the State funds that the Contractor expects to receive for the services to be performed under this Agreement.
- D. For all consumers eligible under He-M 401 that the Contractor has case management responsibilities for, the Contractor agrees to assure that applications for all appropriate sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Public Housing, and Section 8 subsidies are filed in a timely fashion.
- E. The Contractor agrees to make Illness Management and Recovery (IMR) services and evidence-based Supported Employment (SE) services available to eligible consumers. The Contractor may also offer complementary employment programs in conjunction with the evidence-based Supported Employment program.

II. TRANSITION TO MANAGED CARE

- A. All Medicaid billings for services provided to consumers who are enrolled members of a Managed Care Organization (MCO), shall be submitted to the MCO upon the Effective Date of Coverage with the MCO.
- B. The role of community mental health program 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 community mental health program 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.
- C. 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 years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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- D.** In the event that the Medicaid program in New Hampshire is transitioned, in whole or in part, during the period in which this Contract is in effect such that some of all of the services required to be provided by the Contractor are provided to consumers who are then enrolled as members of an MCO, the Contractor and BBH agree, upon the request of either party, to meet and discuss in good faith whether there are any provisions of the Contract which reasonably ought to be deleted or amended in order to accommodate the new service and reimbursement environment in which the parties may find themselves.

III. PROVISION OF QUALITY SERVICES

- A.** The Contractor agrees that it will 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 BBH within timeframes reasonably specified by BBH in order to ensure the efficient and effective administration of the Medicaid program.
- B.** As part of the effort to ensure quality services, BBH conducts annual reviews to ascertain that eligibility has been properly determined in accordance with He-M 401, "Eligibility Determination and Individual Service Planning." In the event that the annual review finds that 75% of the records examined are in compliance with the eligibility requirements of He-M 401, BBH shall refrain from conducting a review of eligibility determinations in the next year. Eligibility reviews will be conducted in the subsequent year. BBH will conduct such other quality assurance reviews, as it deems necessary and appropriate.
- C.** The Contractor agrees to submit to BBH data needed by BBH to comply with federal reporting requirements within timeframes reasonably specified by BBH.
- D.** In regard to the data required for the Phoenix system:
1. Monthly data shall be in the .csv format and shall be submitted on the 15th of each month unless otherwise agreed to by BBH.
 2. Errors in data returned by BBH to the Contractor shall be corrected and returned to BBH.
 3. Data shall be current and updated as required for federal reporting.
 4. For the purpose of data submitted for the Phoenix data system, the contractor agrees for the following fields that the error rate (invalid codes, Unknowns, nulls) shall not exceed 20% of the total records. An error rate in excess of 20% shall not constitute an event of default. In the event of an error rate of greater than 20%, the contractor shall submit a correction plan to show how improvements will be made to the fields listed below.
 - a. Race
 - b. Ethnicity
 - c. Employment status
 - d. Living status
 - e. Criminal justice data
 - f. School attendance data
- E.** In order to achieve positive consumer outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services, and who are responsible for completing the eligibility determination process as specified in He-M 401, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a children's clinician, and the Adult Needs and Strengths Assessment (ANSA) if they are an adult clinician.
1. Clinicians shall be certified in the use of the New Hampshire version of the CANS and the ANSA within 120-days of implementation by the DHHS of a web-based training and certification system.
 - a. The CANS and the ANSA assessment shall be completed by the community mental health clinician no later than the first annual review for the consumer following clinician certification.
 - b. The community mental health eligibility determination tool, as specified in He-M 401, and in effect on July 1, 2012, shall continue to be utilized by the clinician until such time as the Department of Health and Human Services implements web-based access to the

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CANS and the ANSA, the clinician is certified in the use of the CANS and the ANSA, and the annual review date has passed.

2. The CANS and the ANSA assessment shall be completed at least every three (3) months to document progress towards goals and objectives and any continued need for community mental health services.
 - a. Completion of the CANS or ANSA assessment shall fulfill the quarterly review requirements as defined in He-M 408 and He-M 401.
 - b. The CANS and the ANSA shall be utilized to develop an individualized, person-centered treatment plan, with measurable outcomes to inform future modifications to the individualized service plan.
- F. The percentage of Individualized Recovery and Resiliency Services (IROS) Medicaid billings, as specified in He-M 426, to all other community mental health services Medicaid billings shall, at a minimum, be maintained at their current regional levels. IROS services include the following: Individual and Group Functional Support Services (FSS), Illness Management and Recovery (IMR), and Evidence Based Supported Employment (EBSE). The Contractor, however, shall not be in breach of this provision if its failure to maintain the ratio of billings at the current level is due to the MCO taking a rate or utilization action which materially impairs the Contractor's ability to do so.
- G. In order to measure Consumer and Family Satisfaction, BBH shall contract with a private vendor during fiscal year 2014 to assist the Contractor and BBH with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction.
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor.
 3. The Contractor will support the efforts of BBH and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by BBH to explain the survey and otherwise support attempts by BBH to increase participation in the survey.
- H. 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. Children age 12 and older will be screened through administration of CRAFFT (Car, Relax, Alone, Forget, Friends, Trouble), and Adults will be screened through the administration of AUDIT (Alcohol Use Disorders Identification Test) and DAST (Drug Abuse Screening Test) instruments or other instrument(s) approved by BBH. The performance standard for fiscal year 2013 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual BBH Quality Assurance and Compliance Review.

IV. MAINTENANCE OF FISCAL INTEGRITY

- A. In order to enable BBH to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Balance Sheet and Profit and Loss Statements for the agency and all related parties that are under the Parent Corporation of the mental health provider organization. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
 1. Days of Cash on Hand:
 - a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period.
 - c. Performance Standard: The Contractor shall have enough cash and cash equivalents to

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cover expenditures for a minimum of fifteen (15) business days with no variance allowed.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.:1.0. with no variance allowed.

3. Medicaid Days in Accounts Receivable:

- a. Rationale: Medicaid is the primary payor for most CMHCs. The number of days it takes to collect this revenue has a major impact on the Contractor's ability to meet expenses.
- b. Definition: The number of days (on average) it takes the Contractor to collect Medicaid.
- c. Formula: Total Medicaid accounts receivable (including those due from Medicaid Managed Care Organizations) divided by net Medicaid charges divided by the number of days in the reporting period.
- d. Source of Data: The Contractor shall submit to BBH monthly, a breakdown of accounts receivables within their balance sheet, and net Medicaid charges on the profit & loss statement.
- e. Performance Standard: The Contractor shall maintain a standard maximum of forty (40) days with a 20% variance allowed.

4. Debt Service Coverage Ratio:

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

5. Net Assets to Total Assets:

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

B. In any budget submitted to BBH for purposes of contract approval, the Contractor agrees to limit administrative costs to 12% or less of the total program expenses.

C. For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement," "State Funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include all state general funds, including the State's share of Medicaid, provided to the Contractor, as well as all federal grant funds allocated by BBH to the provider, along with any prior years' state and/or federal funds deferred to the current year with BBH approval.

V. **COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL**

A. The community mental health program shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital to assist in the coordinated discharge planning for the consumer to

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either return to services in the community or offer services at the local community mental health program.

- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon receipt of notification of the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The community mental health program shall work with DHHS to review cases of consumers that New Hampshire Hospital, and/or the community mental health program has indicated will have difficulty returning back into the community, identify barriers to discharge, and develop an appropriate plan to transition back into the community.
- D. The community mental health program shall make a face-to-face appointment available to a consumer leaving New Hampshire Hospital who desires to reside in the region served by the community mental health program 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.

VI. COORDINATION WITH PRIMARY CARE PROVIDER

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

VII. REDUCTION OR SUSPENSION OF FUNDING

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

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VIII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph VII. above, prior to the elimination of or a significant reduction in a program which delivers services contracted by BBH (as reflected in the statistical pages immediately following Exhibit A), and paid for, in whole or in part, by State Funds, the Contractor shall provide BBH with at least thirty (30) days written notice with an explanation of the programmatic and financial impact. The Contractor and BBH 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. In the event that BBH is not in agreement with such elimination or reduction prior to the proposed effective date, BBH may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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) day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided. The Contractor shall not redirect Medicaid 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, BBH shall control the expenditure of the unspent Medicaid funds.

IX. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- A. The Contractor shall assist the Pre-Admission Screening and Resident Review (PASRR) Office of the NH Department of Health and Human Services in meeting the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the PASRR Office and with the appropriate authorization to release information, the Contractor shall provide the PASRR Office with 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. The Contractor may bill Medicaid, and the PASRR Office may approve payment, for activities related to the PASRR process.

X. EMERGENCY SERVICES

- A. The Contractor shall use Emergency Services funds to offset the cost of providing Emergency Services to individuals with no insurance.

XI. ASSERTIVE COMMUNITY TREATMENT (ACT) TEAM SUPPORT FUNDS

- A. **General Requirements:** General Funds in the amounts identified in Exhibit B are to be used for the design and sustaining of an Assertive Community Treatment team (ACT). This includes, but is not limited to, the recruitment, hiring, and training of staff, supervision, start-up costs for a new program such as office materials, and non-billable time spent by staff creating an environment to help the program succeed within the community. These funds may also be used to support ACT clients in their community to prevent hospitalization, incarceration, or homelessness.
- B. **7-Days Per Week Coverage:** Additional funding is being made available to the Contractor to increase the availability of one of the Contractor's Assertive Community Treatment team's coverage to 7-days per week. The Contractor will ensure weekend coverage is prioritized to meet the following deliverables for a minimum of 8 hours on Saturday and 8 hours on Sunday, with the specific hours to be determined by the Contractor:
1. Crisis intervention for individuals who may be in crisis and need a crisis evaluation and development of a disposition plan appropriate to the individual's needs by the ACT Team;

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2. Follow-up services in the community for individuals that the treatment team has determined need services provided over the weekend due to the clinical needs of the individual;
 3. Support and/or community based services for individuals who are being discharged from a hospital or other inpatient setting and returning to the community over the weekend.
- C. Contractors establishing a new ACT Team for FY14 shall utilize the additional funding to ensure the new ACT Team meets the criteria detailed above.
- D. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XII. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) SERVICES

- A. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

XIII. EMPLOYMENT DEVELOPMENT INITIATIVE (EDI)

- A. Funds will be used to offset lost productivity for CMHC staff to attend trainings in Supported Employment, an evidence-based practice designed to improve employment opportunities for people with mental illness. The goal will be to improve employment outcomes for clients of the agencies designated to receive these funds.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XIV. NH MEDICAID WELLNESS INCENTIVE PROGRAM (WIP)

- A. The Contractor is a project site in a 5-year grant awarded to the NH Bureau of Behavioral Health by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (WIP) "Healthy Choices, Healthy Changes".
- B. WIP is an intervention supporting exercise, improved nutrition, and smoking cessation, with mentoring and incentives to improve cardiac and metabolic health in clients of the NH Community Mental Health Center (CMHC) system.
- C. WIP will build upon and benefit from the existing infrastructure of the In SHAPE health promotion program established in 2004 for people with SMI at risk of cardiovascular disease.
- D. WIP will offer four (4) "Supported Weight Management" programs":
1. Gym Membership;
 2. In SHAPE (includes gym membership);
 3. Weight Watchers; and
 4. In SHAPE and Weight Watchers.
- E. WIP will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- F. WIP will offer three (3) "Supported Smoking Cessation" programs:
1. Prescriber Referral and Telephone Cognitive Behavior Therapy;
 2. Prescriber Referral and Facilitated Use of Quit line; and
 3. Prescriber Referral alone.

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- G.** Incentives Counselors (ICs) will be employed by Dartmouth to:
1. Promote access to the WIP program;
 2. Help participants make decisions about health behavior changes; and
 3. Encourage the use of incentives.
- H.** The Contractor will establish an In SHAPE program, necessary for offering WIP. This includes:
1. Negotiating partnerships with community fitness facilities (gyms and other facilities that promote fitness and health);
 2. Hiring Health Mentors (see number of FTE's in Exhibit B): certified fitness trainers who provide the In SHAPE program; and
 3. They will also participate in the hiring of an Incentives Counselor, who will be employed by the Dartmouth Center for Aging Research, but will administer the WIP program at the CMHC.
- I.** The Contractor will provide space in the offices of the CMHC that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- J.** The Contractor will devise and implement a plan to provide transportation assistance to WIP participants, as specified and funded in the grant.
- K.** The Contractor will also identify a project site WIP Leader who will work with members of the WIP implementation and evaluation teams at the Bureau of Behavioral Health and Dartmouth to ensure that the project is progressing, as required by the grant.
- L.** The CMHCs will partner with WIP project members at BBH and the Dartmouth Center for Aging Research to recruit and enroll a total of:
1. 1,600 CMHC clients eligible for Medicaid in the weight management programs statewide;
 2. 2,000 CMHC clients eligible for Medicaid in the smoking education and cessation programs statewide.
- M.** The Contractor will provide the information needed for required reporting to CMS, as requested by WIP project members at BBH and the Dartmouth Center for Aging Research.

XV. DATA INFRASTRUCTURE GRANT (DIG)

- A.** BBH funding for any CMHC data infrastructure projects or activities is dependent upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B.** Agencies should seek approval from BBH before planning to use or committing any DIG or federal data infrastructure funds.
- C.** Activities that may be funded:
1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines, or
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime), or
 - c. Software and/or training purchased to improve Phoenix data collection, or
 - d. Staff training for collecting new data elements.
 2. Other activities as requested, documented, and approved.
- D.** Other conditions for payment:
1. Progress Reports received by BBH according to prior agreement with agencies will:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings, and
 - c. Include progress to meet anticipated deadlines as specified.
 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from CMHC IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and

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- c. CMHC may request other payment schedule based on documented need.

XVI. BALANCING INCENTIVE PROGRAM (BIP)

- A. The Balancing Incentive Program (BIP) federal funds are available to enhance the capacity of the Community Mental Health Centers through trainings to serve adults with Severe Mental Illness (SMI) and children with Serious Emotional Disturbance (SED). The trainings supported by this agreement involve unique specialized service models and tools that will improve the core competencies of provider staff to utilize practices that are proven successful in improving outcomes for individuals served and keeping those in need of behavioral health long-term services and supports in their communities and out of institutions.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XVII. REFUGEE INTERPRETER SERVICES

- A. **General Requirements:** General funds shall be used to provide language interpreter services for non-English speaking refugees receiving community mental health services through the mental health center. This agency was chosen to receive these funds because it is located in one of the primary refugee resettlement areas in New Hampshire.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XVIII. INSTITUTIONAL REVIEW BOARD

- A. The Institutional Review Board (IRB) is a ten-member board that is responsible for reviewing all proposals that are submitted that involve research on individuals with mental illness. The IRB is also called "The Committee for the Protection of Human Subjects". Federal law requires that any time federal dollars are to be used for research on humans, the State must have an IRB. These funds pay for one part-time administrator and one part-time secretary. The IRB reviews approximately 100 research proposals per year. Most of these proposals deal with the use and effect of different drugs on people with mental illness.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XIX. CYPRESS CENTER

- A. This contractor operates an Inpatient Crisis Unit on Cypress Street in Manchester, NH. This unit is vital to keeping the census down at New Hampshire Hospital, therefore, additional funds of \$675,000 are included in this contract to maintain the Crisis Unit.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

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

A. **General Requirements**

1. Services under the Projects for Assistance in Transition from Homelessness program (PATH)

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shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.

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 mental health agency for services. The provision of PATH outreach services may require a lengthy engagement process.
3. The Contractor shall provide an identified full time equivalency PATH worker to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Office of Homeless Housing and Transportation Services.
5. The Contractor will comply with all reporting requirements under the PATH Grant.
6. The PATH worker will 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 will 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.
7. As part of the PATH outreach process the PATH worker will 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.

B. Payment Method: The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

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FY14 SCOPE OF SERVICE REPORT

AGENCY: The Mental Health Center of Greater Manchester

DATE PREPARED: 04/23/2013

PREPARED BY: BILL RIDER

Type	Cost Center Number	PROGRAM NAME	PHOENIX INPUT AGENCY NUMBER(S)	Location	CASELOAD/ CAPACITY	SUBCONTRACTED YES / NO / PARTIALLY	START DATE	DATE OF SERVICE COMPLETION
CHILDREN/ADOLESCENTS	101	Child & Adolescent Services	5355, 5365, 5410, 5420, 5430, 5440, 5445, 5470, 5480	1228 Elm St., Manchester, NH 03101	1005			
OLDER ADULT SERVICES	102	Senior Counseling	5110, 5115, 5130, 5150	1555 Elm St., Manchester, NH 03101	395			
EMERGENCY SERVICES/ ASSESSMENT	104	Emergency Services	7100, 7105, 7110, 7120	401 Cypress St. Manchester, NH 03103	Unlimited per contract			
VOCATIONAL SERVICES	109	Supported Employment	5288, 9210	1555 Elm St. Manchester, NH 03101	250			
SERVICES TO NON-ELIGIBLES	112	Adult Outpatient non-eligible	5310, 5320	1228 Elm St. Manchester, NH 03101	1650			
MULTI-SERVICE TEAM	113	Adult Outpatient Eligible	5281, 5282, 5283, 5286, 5298, 5350, 5352, 5360		2725			
ACT TEAM	114		5220, 5260	1555 Elm St. Manchester, NH 03101	250			
RESPIRE CRISIS	116	Merrimack St. Respite	5294, 7221	317 Merrimack St. Manchester, NH, 03103	1 Bed			
APRTP PROGRAM	118	Cypress Center	7300	401 Cypress St. Manchester, NH 03103	16 beds			
COMMUNITY RESIDENCE	122	Amoskeag Residence	7211, 5291	34 Brown Ave Manchester, NH 03101	12			
SUPPORTED LIVING	123	Merrimack St.	5293, 7233	315/317 Merrimack St. Manchester, NH 03103	22			
SUPPORTED LIVING	223	Manchester St.	5292, 7232	323 Manchester St., Manchester, NH 03103	16			
OTHER MENTAL HEALTH	198	IRB	7801	1555 Elm St. Manchester, NH 03101	N/A			
OTHER (NON-BBH)	199	Contracted Services	5370, 5390, 5385, 5399, 7821, 7823, 7824, 7825	1555 Elm St. Manchester, NH 03101	N/A			

Part IIA: Services to Adults in State Supported Programs

Number of Clients Served

The Mental Health Center of Greater Manchester
Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

(ALL numbers	100	102	103	104 Emerg. Svcs.	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non-Eligibles	113 Multi Service Team	114 ACT Team	*Unduplic ated Totals
Cumulative YTD)	Maint	Older Adults	Intake	Assessm ent	DRF	IPH	RPH	Voc	Case Mgt.	Social Club Peer/Supp.	Services to Non-Eligibles	Multi Service Team	ACT Team	Totals
1) Unduplicated number of SPMI clients served in program		163		109				155	DO		209	763	247	913
2) Unduplicated number of SMI clients served in program		89		860				246	NO		154	1486	185	1836
3) Unduplicated number of low utilizer served in program									NO					
4) Unduplicated number of non eligible adult clients served in program		471		1837				2	NO		4218	324		6466
5) TOTAL unduplicated number served in program YTD (add #'s 1-4)	0	725	0	2826	0	0	0	405	USE	0	4694	2783	432	9449
*Total of Adults for all Agency services, including those who may receive only housing services in PART IIIA														

Part IIB: Services to Adults in State Supported Programs Units/Days of Service

The Mental Health Center of Greater Manchester

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

NOTE: Brief/DRF: Report Clinical units in top and patient days in the bottom of block. **IPH and RPH:** Units top, Half day middle, Full days bottom.

(ALL Numbers Cumulative YTD)	Maint	Older Adults	Intake	Assessme nt	Brief/DRF	IPH	RPH	Voc	Case Mgt.	Social Club Peer/Supp.	Non-Eligibles	Service Team	ACT TEAM	Totals		
1) Units of service to SPMI clients		7610		581	U	U	U	18460	Do		1970	77293	60977	U	166891	
						H	H							H	H	0
					D	D	D							D	D	0
2) Units of service to SMI clients		2414		6887	U	U	U	10885	N		2267	72526	15209	U	110188	
						H	H							H	H	0
					D	D	D							D	D	0
3) Units of service to low utilizer clients		69		84	U	U	U	97	o t		736	7477		U	8463	
						H	H							H	H	0
					D	D	D							D	D	0
4) Units of service to non eligible adult clients		7303		12424	U	U	U	2	U		73719	2974		U	96422	
						H	H							H	H	0
					D	D	D							D	D	0
5) TOTAL units of service (add #'s 1-4)	0	17396	0	19976	U	U	U	29444	S e	0	78692	160270	76186	U	381964	
						H	H							H	H	0
					D	D	D							D	D	0
6) Average daily census in program																

Part IIC: Services to **Children** in State Supported Programs Number of **Children** Served

The Mental Health Center of Greater Manchester
Name of Agency

FY2014 4th Quarter
Reporting Period (year/quarter)

(ALL numbers	100	101	103	104 Emerg. Svcs.	Assessme nt	Brief / DRF	IPH	RPH	Voc	Case Mgt.	110	111	112	113	114	*Unduplic ated Totals
Cumulative YTD)	Maint	Children	Intake									Social Club Peer/Supp.	Services to Non- Eligibles	Multi Service Team	ACT Team	
1) Unduplicated number of children SED		783		108						Do			41	32		792
2) Unduplicated number of children SED Interagency		858		135						Not			342	123		903
3) Unduplicated number of non eligible children		248		235						Use			295	23		604
4) TOTAL unduplicated number served in program YTD(add #'s 1-3)	0	1889	0	478	0	0	0	0	0	0	0	0	678	178	0	2299

*Total of Children for all Agency services,
including those who may receive only
housing services in PART IIIA

Part IID: Services to Children in State Supported Programs Units/Days of Service

The Mental Health Center of Greater Manchester

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

	100	101	103	104 Emerg. Svcs.	Assessme nt	Brief / DRF	IPH	RPH	Voc	Case Mgt.	110	111	112	113	114	Totals
(All Numbers Cumulative YTD)	Maint	Children	Intake													
1) Units of service to children SED		34662		488	U		U	U						766	546	U 36442 H 0 D 0
2) Units of service to children SED interagency		63798		583	U		U	U						165	3209	U 67755 H 0 D 0
3) Units of service to Non-Eligible Children		2134		820	U		U	U						4831	28	U 7813 H 0 D 0
4) TOTAL services (add #s 1-3)	0	100594	0	1871	U	0	U	U	0	0	0	0	0	5762	3783	U 112010 H 0 D 0
5) Average daily census in program					D	0	D	D	0							D 0

NOTE: Brief / DRF: Report Clinical units in top and patient days in the bottom of block.
IPH and RPH: Units top, Half day middle, Full days bottom. For all other cost centers
report units only in the Top Block.

Part IIE: Specialized Units of Services to Adults and Children

The Mental Health Center of Greater Manchester
Name of Agency

FY2014 4th Quarter
Reporting Period (year/quarter)

ADULTS

CHILDREN

(ALL Numbers Cumulative YTD)

(ALL Numbers Cumulative YTD)

1) Units of service to SPMI

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
199,969	8,008	5,291	204,075

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
26,233	3,249	380	7,645

5) Units of service to SED

2) Units of service to SMI

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
64,638	8,506	3,938	35,839

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
53,396	5,443	1,153	23,453

6) Units of service to SED I/A

3) Units of service to Low Utilizer

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
3,773	1,644	398	309

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
1,534			

7) Units of service to OTHER

4) Units of service to Non-Eligible

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
15,258			

NOTE: Case Management Direct is face-to face or telephone communication with the eligible client and/or guardian.

Case Management Indirect is all other Targeted Case Management billable activity.

Lines 1-4: Units of service to Adult SPMI (Line 1), SMI (Line 2), Low Utilizers (Line 3), Non-Eligible (Line 4). Lines 5-7: Units of service to Children SED (Line 5), SED I/A (Line 6), Other (Line 7).

NOTE: To define Medicaid billable units, use Medicaid billable units in fifteen (15) minute increments. With regard to event-based billing, provide the actual number of fifteen (15) minute units rendered and documented in the record. For example, a comprehensive med check is an event based code, but may take thirty (30) minutes [two (2) units] of time. We would expect you to report two (2) units, not one (1) event. With regard to per diem FSS, we would expect you to report total direct care FSS units delivered by residential staff, rather than one (1) per diem event.

PART IIIA: Program Information - Clients Served

The Mental Health Center of Greater Manchester

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

Community Residence
(by location)

	116	118	122	222	322	422	C.R. Total	Supportive Living	Supportive Living	Independent Housing	Total for All Housing
	Crisis/Respite	APRTP	#1	#2	#3	#4					
Number served YTD											
1) SPMI	2	115	11				11	24	20		151
2) SMI		628	2				2	1	2		629
3) Low Utilizer		2					0				
4) Non Eligible Adults		4					0				7
5) Children SED							0				
6) Children SED Interagency							0				
7) Non-Eligible Children							0				
8) Total Unduplicated numbers served YTD (Please enter your unduplicate totals)	2	749	13				13	25	22		786
9) Number of Clients/ beginning of quarter	1	14	12				12	20	14		48
10) Number of Admissions/ current quarter	3	237	7				7	23	21		219
11) Number discharged/ current quarter	3	238	7				7	21	19		213
12) Number of clients in residence at end of current quarter	1	13	12				12	22	16		54

PART IIIB: Program Information: Potential/Total Client Days

The Mental Health Center of Greater Manchester

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

Community Residence
(by location)

	116 Crisis/ Respite	118 APRTP	122 #1	222 #2	322 #3	422 #4	C.R. Total	123 Supportive Living	223 Supportive Living	124 Independent Housing	Total
1) Number of locations	1	1	1				1	1	1		5
2) Number of beds available	1	16	12				12	22	16		67
3) Potential Client Days YTD											
<i>Client Days YTD</i>											
4) SPMI	D 365	5,840	4,380				4,380	D 8,030	D 5,840	D	24,455
	U 234	1,361					U	7,330	U 5,425	U	14,350
	D 993	6,243	3,303				3,303	D 47,023	D 43,488	D	101,050
5) SMI	U	3,004					U	365	U 206	U	3,575
	D	14,844	733				733	D 2,614	D 1,794	D	19,985
6) Low Utilizer	U	31					U			U	31
	D	152					0			D	152
7) Non Eligible Adults	U	41					U			U	41
	D	566	1,101				1,101	D		D	1,667
8) Children SED	U						U			U	0
	D						0			D	0
9) Children SED Interagency	U						U			U	0
	D						0			D	0
10) Non -Eligible Children	U						U			U	0
	D						0			D	0
11) Total Days/Units YTD (add #s 4-10)	U 234	U 4,437					U	7,695	U 5,631	U	17,997
	D 993	D 21,805	5,137	0	0	0	5,137	D 49,637	D 45,282	D	122,854

(FSS Units on top, client days on bottom for Crisis/Respite & APRTP. Supportive Living & Independent Housing report Units only as we will be able to determine days from Phoenix. For Community Residence report day only)

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A. Of the Price Limit in Block 1.8. of the General Provisions, the funds for services shall be governed by the provisions of Exhibits A, B, C, D, E, F, G, H, I and J. In no event shall the total of initial and monthly payments exceed the maximum Price Limitation in Block 1.8. of the General Provisions of this Agreement. Upon written notice to the Contractor, BBH may reduce State funds allocated under this Agreement as necessary for BBH to meet its obligations reflected in the final FY14 budget appropriation for BBH by the New Hampshire General Court.

2. The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s).

3. For the purpose of billing, a Unit of Service is a period of time during which services are rendered. Where units refer to a specific length of time, units are reimbursed in whole units and time of services is rounded to the nearest whole unit. Unless otherwise stated in rules, fifteen-minute units are reimbursed as follows:

DIRECT SERVICE TIME	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

4. A Day of Service shall mean a 24-hour period for a resident either in a Designated Receiving Facility or Housing Services.

5. A minimum of eight (8) units of service shall be provided to each consumer per half day of program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization and a minimum of twelve (12) units of service shall be provided to each consumer per program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization.

6. All reports required pursuant to this Agreement are due to BBH within timeframes specified by BBH. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period.

7. The following Program funds shall only be expended by the Contractor as directed by the BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Institutional Review Board	\$ 58,000
Crisis Center	675,000
Refugee Interpreter Services	14,000
Homeless and Housing Federal Grant	40,121
Division for Children Youth and Families Consultation	3,540
Emergency Services	510,861
Medicaid Incentive for the Prevention of Chronic Disease	205,701
Assertive Community Treatment Team	80,000
Balancing Incentive Program	100,000
Data Infrastructure Grant	10,000
Employment Development Initiative	1,500
Total	\$1,698,723

Contractor Initials: *RW*
Date: *5/21/2013*

8. The amount of funding listed in the table above for Emergency Services reimbursement is provisional. In the event that Medicaid Expansion occurs in New Hampshire under the Affordable Care Act, BBH may reduce this amount proportionately. In the event that BBH proposes to do so, the Contractor shall be notified by BBH no less than thirty (30) days in advance of any proposed reduction and given an opportunity to discuss the magnitude and/or the timing thereof.

9. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

10. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH may make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. Monthly payments shall be adjusted for expenditures set forth in Paragraph 8. above and amounts paid to initiate services.

11. BBH 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.

12. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.

13. This Agreement is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$1,341,401

Federal Funds: \$ 357,322

CFDA #: 93.150

Federal Agency: U.S. Department of Health and Human Services

Program Title: Projects for Assistance in Transition from Homelessness (PATH) P.L. 101-645

Amount: \$40,121

CFDA #: 93.243

Federal Agency: U.S. Department of Health and Human Services

Program Title: Special Initiative for State Mental Health Authorities to Address the Impact of the Economic Downturn through Employment Development (EDI)

Amount: \$1,500

CFDA #: 93.243

Federal Agency: U.S. Department of Health and Human Services

Program Title: NH Mental Health Data Infrastructure Quality Improvement Project (DIG)

Amount: \$10,000

CFDA #: 93.536

Federal Agency: U.S. Department of Health and Human Services

Program Title: Medicaid Incentives for Prevention of Chronic Diseases (MIPCD)

Amount: \$205,701

CFDA #: 93.778

Federal Agency: U.S. Department of Health and Human Services

Program Title: Balancing Incentive Program (BIP)

Amount: \$100,000

Contractor Initials: *Phs*
Date: *5/8/08*

14. List of State account numbers as referenced in Block 1.6. of the General Provisions form P37:

05-95-92-920010-5945-102
05-95-42-403010-2958-550
05-95-92-920010-1858-502
05-95-92-920010-2087-102
05-95-92-920010-7851-102
05-95-42-423010-7926-102
05-95-49-490510-2985-102

FY14 EXHIBIT B CMHC Region 7

Contractor Initials: RJS
Date: 5/8/2013

EXHIBIT C

SPECIAL PROVISIONS

These Provisions expand upon the General Provisions [Form P-37] of this Agreement.

A. 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.

B. 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.

C. 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 Bureau of Behavioral Health (BBH) upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.14. 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;

Contractor Initials: PWS
Date: 5/9/13

- 8.1.4.** Failure to either justify or correct material findings noted in a BBH 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 BBH's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10.** Failure to attain the performance standards established in Exhibit A., Section IV.;
- 8.1.11.** Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12.** Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13.** Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IV., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, IV., A. 2.) for two (2) consecutive months during the contract period; or
- 8.1.14.** Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, IV.) for three (3) consecutive months during the contract period.

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

- 8.2.5.** Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.
- 8.2.6.** Require the Contractor to pay to the State, as liquidated damages, the sum of \$250 in the event that the Contractor has not made available a face-to-face appointment for a consumer leaving New Hampshire Hospital who desires 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. The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by the Contractor's failure to make available an appointment after discharge. The parties agree that this liquidated damages provision represents reasonable compensation for the loss incurred by this breach. The Contractor also agrees that nothing in this section is intended to limit the right of the State to obtain injunctive and other relief as may be appropriate. The State may forward the sum of \$250 to the consumer for whom the Contractor failed to make an appointment available.
- 8.2.7.** Give the Contractor written notice of default in the event that the Contractor has failed to

Contractor Initials: *PWS*
Date: *5/9/13*

maintain Fiscal Integrity performance standards as specified in Exhibit C, Paragraph D., and Subparagraph 8.1.12. or 8.1.13. The notice shall require the Contractor, within thirty (30) 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:

8.2.7.1. Require the Contractor to submit an additional corrective action plan within fifteen (15) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

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

8.2.7.3. 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.

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

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

G. 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 as defined in the budget instructions and accounting guidelines and statistical reporting form instructions as specified in Exhibits A and C. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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

9.5.1. For fiscal reports, the Contractor shall submit within thirty (30) days after the end of each month a Balance Sheet and a Profit/Loss Statement. Contractors shall also submit quarterly reports, including: Quarterly Functional Revenues and Expenses Report, Quarterly Statistical Reports, a Cash Flow Statement, and a Line of Credit Statement in the specified electronic format as prescribed by BBH. All quarterly reports are due within thirty (30) days of the end of the reporting period.

9.5.1.1. The monthly Balance Sheet and Profit & Loss Statements, as well as, the Quarterly Functional Revenues and Expenses Report, 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.

9.5.1.2. The Functional Revenues and Expenses Report 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.

9.5.1.3. The Contractor shall maintain detailed fiscal records meeting all the requirements specified in the budget instructions and accounting guidelines. Such fiscal records shall be supported

Contractor Initials: PWJ
Date: 5/7/13

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

9.5.1.5. On or before November 1, 2013, the Contractor shall deliver to BBH, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2013, including the funds received under the fiscal year 2013 Agreement

9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds five hundred thousand dollars (\$500,000) 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 for fiscal years ending on or after December 31, 2003.

9.5.2. The Contractor shall submit Phoenix data in the .csv format on the fifteenth (15th) of each month unless otherwise agreed to by BBH.

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 BBH contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and

9.5.3.3. Submit to BBH all reasonable additional reports and data files as requested on such schedule and in such electronic format that BBH shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.

9.5.3.4. The Contractor agrees to submit to BBH reports on high profile and sentinel events in accordance with the Division of Community Based Care Services policy.

H. Add the following regarding "Termination" to Paragraph 10:

10.1. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH 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 BBH.

10.2. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10.3. The Contractor shall notify BBH if it expects to be generally unable to provide services as the result of a

Contractor Initials: PWJ
Date: 5/4/13

natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that BBH 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 BBH 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.

I. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:
ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within thirty (30) business days shall be deemed approval.

12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by BBH for the Contractor in Exhibit A. The Contractor will notify BBH 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 BBH'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, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH 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 BBH's obligations under this Agreement null and void unless, prior to the merger, BBH 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, BBH 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, BBH's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

J. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims re-

Contractor Initials: *PWJ*
Date: *8/9/13*

lated to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

- K.** If the Price Limit in Paragraph 1.8., of the General Provisions is greater than two hundred fifty thousand dollars (\$250,000), 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 than two million dollars (\$2,000,000) per claim or occurrence; and

- L.** 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 BBH 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.

- M.** 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

Contractor Initials: *PWJ*

Date: *5/9/3*

National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

22.5. Notwithstanding those prior contracts, BBH 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 BBH in advance. The Contractor shall provide BBH 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. BBH 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 BBH finds that eligible persons will probably benefit, BBH shall approve the disposition. If BBH finds that eligible persons probably will not benefit, BBH may disapprove the disposition. Failure by BBH 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 BBH does not approve of the disposition, the Contractor and BBH 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, BBH and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.

22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.

22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.

22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

Contractor Initials: PbJ

Date: 8/9/03

22.13. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

EXHIBIT C FY14 CMHC

Contractor Initials: PWJ
Date: 5/9/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

401 Cypress St. Manchester, Hillsborough, NH 03103

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

The Mental Health Center of Greater Manchester

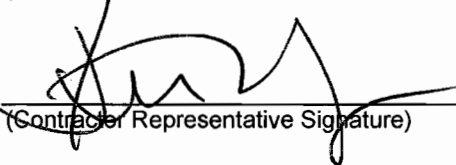
From: 7/1/2013 To: 6/30/2014

(Contractor Name)

(Period Covered by this Certification)

Peter Janelle, President/Chief Executive Officer

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

4/26/2013

(Date)

Contractor Initials: PWJ

Date: 4/26/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

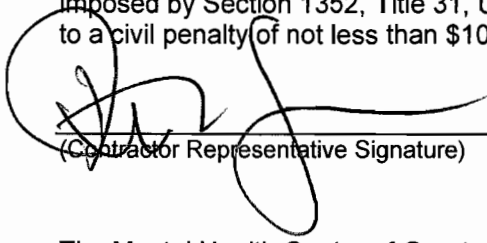
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 07-01-13 through 06-30-14

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

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

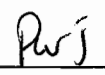
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to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

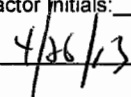

 (Contractor Representative Signature)

Peter Janelle, President/Chief Executive Officer
 (Authorized Contractor Representative Name & Title)

The Mental Health Center of Greater Manchester
 (Contractor Name)

April 26, 2013
 (Date)

Contractor Initials: 

Date: 

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

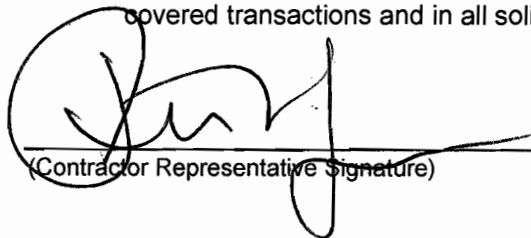
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Contractor Representative Signature)

Peter Janelle, President/Chief Executive Officer

(Authorized Contractor Representative Name & Title)

The Mental Health Center of Greater Manchester
(Contractor Name)

April 26, 2013

(Date)

Contractor Initials: PJ

Date: 4/26/13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

Peter Janelle, President/Chief Executive Officer

(Authorized Contractor Representative Name & Title)

The Mental Health Center of Greater Manchester

(Contractor Name)

April 26, 2013

(Date)

NH Department of Health and Human Services

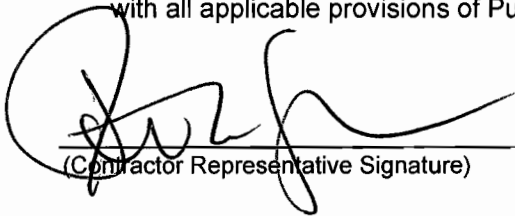
STANDARD EXHIBIT H

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 Representative Signature)

Peter Janelle, President/Chief Executive Officer

(Authorized Contractor Representative Name & Title)

The Mental Health Center of Greater Manchester
(Contractor Name)

April 26, 2013
(Date)

Contractor Initials: 

Date: 7/26/13

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH DHHS, Div of Community Based Care Services
Bureau of Behavioral Health

The State Agency Name

Nancy L. Rollins

Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

16 May 2013

Date

The Mental Health Center of
Greater Manchester

Name of the Contractor

Peter Janelle

Signature of Authorized Representative

Peter Janelle

Name of Authorized Representative

President/Chief Executive Officer

Title of Authorized Representative

April 26, 2013

Date

Contractor Initials: *PwJ*

Date: *4/26/13*

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

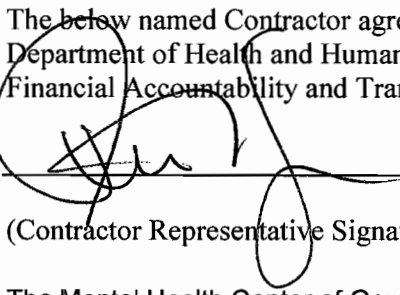
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

	Peter Janelle, President/Chief Executive Officer
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
The Mental Health Center of Greater Manchester	April 26, 2013
(Contractor Name)	(Date)

Contractor initials: PWJ
Date: 4/26/13
Page # 15 of Page # 16

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 073978280

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: FW
Date: 4/26/12
Page # 16 of Page # 16



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of The Mental Health Center of Greater Manchester, Inc.

We have audited the accompanying combining statements of financial position of The Mental Health Center of Greater Manchester, Inc. (a nonprofit organization) and its affiliate Manchester Mental Health Foundation, Inc. as of June 30, 2012, and the related combining statements of activities and changes in net assets, and cash flows for the year then ended. These combining financial statements are the responsibility of management. Our responsibility is to express an opinion on these combining financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combining financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the combining financial statements referred to in the first paragraph present fairly, in all material respects, the individual and combining financial positions of The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Our audit was conducted for the purpose of forming an opinion on the combining financial statements as a whole. The supplementary information on pages 15 through 19 is presented for the purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with audit standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell Branagan & Sargent

St. Albans, Vermont
August 23, 2012

154 North Main Street, St. Albans, Vermont 05478 | P 802.524.9531 | 800.499.9531 | F 802.524.9533

www.kbscpa.com

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF FINANCIAL POSITION
June 30, 2012

<u>ASSETS</u>				
	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
CURRENT ASSETS				
Cash	\$ 5,076,669	\$ 6,092	\$ -	\$ 5,082,761
Accounts Receivable, less allowance for uncollectible accounts of \$1,259,809	1,662,838	-	-	1,662,838
Other Accounts Receivable	99,748	-	(10,506)	89,242
Grant Receivable	2,692	-	-	2,692
Investments	-	1,668,621	-	1,668,621
Prepaid Expenses	221,722	-	-	221,722
TOTAL CURRENT ASSETS	<u>7,063,669</u>	<u>1,674,713</u>	<u>(10,506)</u>	<u>8,727,876</u>
PROPERTY, PLANT AND EQUIPMENT,				
Net of accumulated depreciation	<u>3,075,358</u>	<u>-</u>	<u>-</u>	<u>3,075,358</u>
TOTAL ASSETS	<u>\$ 10,139,027</u>	<u>\$ 1,674,713</u>	<u>\$ (10,506)</u>	<u>\$ 11,803,234</u>
<u>LIABILITIES AND NET ASSETS</u>				
CURRENT LIABILITIES				
Accounts Payable	\$ 171,106	\$ -	\$ -	\$ 171,106
Due To Affiliate	-	10,506	(10,506)	-
Accrued Payroll & Vacation, other accruals	2,072,569	2,750	-	2,075,319
Deferred Revenue	106,405	-	-	106,405
Amounts held for Patients and Other Deposits	22,065	-	-	22,065
TOTAL CURRENT LIABILITIES	<u>2,372,145</u>	<u>13,256</u>	<u>(10,506)</u>	<u>2,374,895</u>
EXTENDED ILLNESS LEAVE, Long term	<u>526,842</u>	<u>-</u>	<u>-</u>	<u>526,842</u>
POST-RETIREMENT BENEFIT OBLIGATION	<u>150,681</u>	<u>-</u>	<u>-</u>	<u>150,681</u>
NET ASSETS				
Unrestricted	7,089,359	1,485,607	-	8,574,966
Permanently restricted	-	175,850	-	175,850
TOTAL NET ASSETS	<u>7,089,359</u>	<u>1,661,457</u>	<u>-</u>	<u>8,750,816</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 10,139,027</u>	<u>\$ 1,674,713</u>	<u>\$ (10,506)</u>	<u>\$ 11,803,234</u>

See Accompanying Notes to Financial Statements

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2012

	MHCGM	Foundation	Eliminating Entries	Combined Total
REVENUE AND OTHER SUPPORT				
Program Service Fees	\$ 20,590,287	\$ -	\$ -	\$ 20,590,287
Fees and Grants from Governmental Agencies	811,722	-	-	811,722
Rental Income	142,622	-	-	142,622
United Way Allocations	44,213	-	-	44,213
Other Income	1,225,028	-	(59,448)	1,165,580
TOTAL REVENUE AND OTHER SUPPORT	22,813,872	-	(59,448)	22,754,424
OPERATING EXPENSES				
Program Services:				
Outpatient - Children	3,939,953	-	-	3,939,953
Elderly	788,847	-	-	788,847
Emergency Services	1,303,901	-	-	1,303,901
Vocational Services	618,366	-	-	618,366
Non-Eligibles	1,325,611	-	-	1,325,611
Mutli-Service Team	7,424,541	-	-	7,424,541
Crisis Unit	2,186,802	-	-	2,186,802
Community Residences & Support Living	1,646,431	-	-	1,646,431
Other	1,003,253	-	-	1,003,253
Total Program Services	20,237,705	-	-	20,237,705
Supporting Services				
Management and General	2,234,627	-	-	2,234,627
TOTAL OPERATING EXPENSES	22,472,332	-	-	22,472,332
INCOME FROM OPERATIONS	341,540	-	(59,448)	282,092
NON-OPERATING REVENUE/(EXPENSES)				
Contributions	246,508	5,100	-	251,608
Interest/Dividend Income	5,781	63,597	-	69,378
Investment Return	-	(117,841)	-	(117,841)
Dues	-	(4,356)	-	(4,356)
Donations/Contributions	-	(59,448)	59,448	-
Miscellaneous Expenses	-	(7,048)	-	(7,048)
NON-OPERATING REVENUE/ (EXPENSES), NET	252,289	(119,996)	59,448	191,741
INCREASE (DECREASE) IN NET ASSETS	593,829	(119,996)	-	473,833
NET ASSETS AT BEGINNING OF YEAR	6,495,530	1,781,453	-	8,276,983
NET ASSETS AT END OF YEAR	\$ 7,089,359	\$ 1,661,457	\$ -	\$ 8,750,816

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF CASH FLOWS
For the Year Ended June 30, 2012

	MHCGM	Foundation	Eliminating Entries	Combined Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$ 593,829	\$ (119,996)	\$ -	\$ 473,833
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Depreciation	207,975	-	-	207,975
Unrealized loss on investments	-	36,799	-	36,799
Realized loss on investments	-	70,667	-	70,667
Decrease (Increase) in Operating Assets:				
Accounts Receivable	(36,881)	-	-	(36,881)
Prepaid Expenses, grants and contracts receivable, and other current assets	131,782	-	-	131,782
Increase (Decrease) in Operating Liabilities:				
Accounts Payable	16,023	-	-	16,023
Due to Affiliate	-	6,578	-	6,578
Accrued Expenses and Other Current Liabilities	222,141	750	-	222,891
Deferred Revenue	48,256	-	-	48,256
Amounts held for Patients and Other Deposits	(1,001)	-	-	(1,001)
Postretirement Benefit Obligation	(20,401)	-	-	(20,401)
Extended Illness Leave	56,600	-	-	56,600
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>1,218,323</u>	<u>(5,202)</u>	<u>-</u>	<u>1,213,121</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property, plant, and equipment, net	(267,729)	-	-	(267,729)
Purchase of investments	-	(192,642)	-	(192,642)
NET CASH (USED) BY INVESTING ACTIVITIES	<u>(267,729)</u>	<u>(192,642)</u>	<u>-</u>	<u>(460,371)</u>
NET INCREASE (DECREASE) IN CASH	950,594	(197,844)	-	752,750
CASH AT BEGINNING OF YEAR	<u>4,126,075</u>	<u>203,936</u>	<u>-</u>	<u>4,330,011</u>
CASH AT END OF YEAR	<u>\$ 5,076,669</u>	<u>\$ 6,092</u>	<u>\$ -</u>	<u>\$ 5,082,761</u>

See Accompanying Notes to Financial Statements.



MISSION

To provide an accessible, comprehensive, integrated, evidence-based system of mental health services that empowers individuals to achieve recovery and serves to promote personal and community wellness.

VISION

To be a center of excellence and sought after partner in developing and delivering state-of-the-art mental health treatment, integrated with other medical specialties, that promote prevention, recovery and wellness.

GUIDING VALUES AND PRINCIPLES

We treat everyone with respect, compassion and dignity.

We offer hope and recovery through individualized, quality mental health services.

We provide evidence-based, culturally responsive and consumer/family focused care.

We support skilled staff members who work together and strive for excellence.

We pursue partnerships that promote wellness and create a healthy community.

Approved by Board of Directors, March 24, 2009

KEY ADMINISTRATIVE PERSONNEL - FY2014

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Peter Janelle	1.00	\$ 182,580.00	\$ 76,621.78	42%
Chief Financial Officer	Paul Michaud	1.00	\$ 129,952.00	\$ 54,535.84	42%
Medical Director	Quentin Turnbull	1.00	\$ 196,112.00	\$ 82,300.64	42%
Chief Operations Officer	Bill Rider	1.00	\$ 138,408.00	\$ 58,084.50	42%

**PROFESSIONAL RESUME FOR
PETER W. JANELLE**

ACADEMIC APPOINTMENT

**Dartmouth College Medical School, Hanover, NH
ADJUNCT ASSISTANT PROFESSOR OF PSYCHIATRY**

2000-present

PROFESSIONAL EXPERIENCE

**The Mental Health Center of Greater Manchester, Manchester, NH
PRESIDENT/CHIEF EXECUTIVE OFFICER**

1999-present

Provides leadership for a large (300+FTE's), internationally recognized, comprehensive community mental health center. Works with the Board of Directors to establish strategic goals consistent with agency's mission. Directs the activities of the senior leadership team and responsible for managing corporate resources.

VICE PRESIDENT/CHIEF ADMINISTRATIVE OFFICER

1995-1999

Served as a member of the senior management team and coordinated the activities of the Administrative Executive Committee including the Chief Financial Officer, Chief Information Officer, Chief of Quality/Risk Management, Chief of Community Services and the Assistant Executive Director. Worked cooperatively with clinical service chiefs in program review, analysis, and design.

DIRECTOR OF HUMAN RESOURCES

1989-1995

Established agency's first comprehensive human resources program. Responsible for policy development and leadership in all areas of personnel management including: compensation, benefits, staff education and regulatory compliance.

STAFF DEVELOPMENT DIRECTOR

1987-1989

Appointed as agency's first staff education director. Responsible for annual needs assessment and development of agency education plan.

ASSISTANT DIRECTOR, COMMUNITY SUPPORT PROGRAM

1982-1987

Provided leadership in multi-program service delivery system for individuals with severe and persistent mental illness. Programs included outpatient case management, medication services, partial hospital and residential care.

PARTIAL HOSPITAL COORDINATOR, COUNSELOR

1979-1982

Responsible for planning and management of a partial hospital program serving adults with severe and persistent mental illnesses. Provided clinical services to adults with serious mental illness.

New Hampshire Hospital, Concord, NH

1976-1979

TEAM COORDINATOR, GROUP HOME DIRECTOR, MENTAL HEALTH WORKER

Provided case coordination, client assessment, treatment planning and clinical interventions.

EDUCATION

Master of Business Administration, 1989

Plymouth State University (formerly Plymouth State College), Plymouth, NH

Bachelor of Arts in Psychology, 1976

University of New Hampshire, Durham, NH

Summa Cum Laude · Phi Beta Kappa, Pi Gamma Mu, Phi Kappa Phi Honor Societies

PROFESSIONAL ASSOCIATIONS AND ACTIVITIES

- Member - New Hampshire Alliance for the Mentally Ill, 1996-Present
- Member - Association of Behavioral Healthcare Management, 1999-2007
- Professional Member - Society For Human Resource Management, 1990-2000
- Member - Manchester Area Human Resources Association, 1991-1999
- Member - American Society For Training and Development, 1987-1990
- Licensed Real Estate Salesperson - New Hampshire, 1984-1991

BOARD MEMBERSHIP/COMMUNITY SERVICE

- Member, NH DHHS Healthy Choices Healthy Changes Advisory Board, 2012 to Present
- Chair- NH Health and Equity Partnership Steering Committee, 2011 to Present
- Member – Citizen's Advisory Board, NH Department of Corrections, Women's Prison, 2011 to Present
- Member – NH State Plan to Address Health Disparities, Advisory Work Group 2010 - 2011
- Member – NH Community Behavioral Health Association Executive Committee, 2009 to Present
- Member – NH Consumer Mental Health Survey Project Advisory Board, 2009 to Present
- Member – NH "In-Shape" Implementation Advisory Committee, 2009 to 2011
- Member- NH Medical Interpreters Advisory Board, 2008 to 2011
- Member- Manchester Sustainable Access Project, Healthy Manchester Leadership Council, 2006 to Present
- Member – NH Citizens Health Initiative, Quality of Care Policy Team, 2005 to 2009
- Co-Chair- Quality Services Practice Work Team of the NH Commission To Develop A Comprehensive State Mental Health Plan, 2006 to 2008
- Member – NH Commission To Develop A Comprehensive State Mental Health Plan Leadership Team, 2006 to 2008.
- Member – NH Department of Health & Human Services, Bureau of Behavioral Health, Evidence Based Practice Implementation Advisory Committee, 2004 to 2009
- Member – Catholic Medical Center, Capital Campaign Community Phase Committee, 2004
- Member – Diocese of Manchester, Safe Environment Council, 2004 to 2005
- Board Member – Behavioral Health Network, 2003 to 2006
- Member – Diocese of Manchester, Bishop's Task Force On Communication, 2003
- Member – Heritage United Way, Community Campaign Cabinet- 2002 & 2003
- Chair, Community Agency Division
- Member – Seniors Count Task Force, 2001 to Present
- Chair, Service Delivery Committee
- Member - Queen City Rotary Club, 2001 to 2003
- Member - Manchester Mayor's Task Force On High Risk Housing, 2001
- Member- United Way of Greater Manchester, 2001 Community Campaign Cabinet
- Vice Chair, Community Agency Division
- Advisory Board Member – Bienestar Mental- NH Minority Health Coalition, 2000 to 2002
- Board Member - New Horizons Shelter and Soup Kitchen, 1999 to 2005
- Board Vice President, 2003 to 2004

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

BOARD OF DIRECTORS

2012 - 2013

March 12, 2013

CHAIR

Timothy Soucy

VICE CHAIR

Jeff Galvin

SECRETARY

Leo Simard

TREASURER

Brian Marquis

Glinda Allen

Jessica Arvanitis

Thomas Blonski

Kathryn Canedy

Margo Compagna

Alicia Finn, Ph.D.

Cynthia Ickes

Glen Karam

David Lockwood

Geoffrey Lundy, MD

Lt. Ronald Mello

Elaine Michaud

Denise Purington

Andrea Pruna

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire nonprofit corporation formed October 17, 1960. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2013

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

William M. Gardner
Secretary of State

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Older Adult Services 102	Emergency Services/ Assessment 104	Vocational Services 109
400 PROG. SERV. FEES							
401 Net client fees	724,000	0	724,000	40,000	24,000	74,000	3,000
402 HMO's	1,335,000	0	1,335,000	195,000	26,000	180,000	0
403 BC/BS	618,000	0	618,000	100,000	29,000	75,000	0
404 Medicaid	17,304,868	0	17,304,868	4,864,450	367,975	563,036	567,602
405 Medicare	856,488	0	856,488	500	121,000	22,000	0
406 Other insurance	206,000	0	206,000	25,000	8,500	15,500	1,000
411 Other program fees	372,615	0	372,615	5,500	37,000	24,000	50
SUBTOTAL	21,416,971	0	21,416,971	5,230,450	613,475	953,536	571,652
420 PROG. SALES							
421 Production	0	0	0	0	0	0	0
422 Service	0	0	0	0	0	0	0
430 PUBLIC SUPPORT							
431 United Way	41,685	0	41,685	0	0	0	0
432 Local/County Government	0	0	0	0	0	0	0
433 Donations/Contributions	195,000	0	195,000	0	0	0	0
434 Bur. Developmental Services	0	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0	0
436 Div. Voc. Rehab.	0	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	27,114	0	27,114	27,114	0	0	0
438 Div. for Children, Youth & Families	3,540	0	3,540	3,540	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
440 FEDERAL FUNDING							
441 Block Grants	0	0	0	0	0	0	0
442	0	0	0	0	0	0	0
443	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0
445 Other Federal Grants	317,201	0	317,201	0	0	0	1,500
446 PATH	40,121	0	40,121	0	0	40,121	0
447	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
450 OTHER REVENUE							
451 Rental Income	141,000	0	141,000	0	0	0	0
452 Interest Income	6,000	0	6,000	0	0	0	0
453 In-Kind Donations	0	0	0	0	0	0	0
454 All Other Revenue	1,139,003	0	1,139,003	26,000	0	283,000	0
480 BBH							
481 Bur. of Behavioral Health	1,337,861	0	1,337,861	7,000	0	510,861	0
482 Other BBH	0	0	0	0	0	0	0
483	0	0	0	0	0	0	0
484	0	0	0	0	0	0	0
SUBTOTAL	24,665,496	0	24,665,496	5,294,104	613,475	1,787,518	573,152
500 General Management Allocation	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES	24,665,496	0	24,665,496	5,294,104	613,475	1,787,518	573,152

FY 2014 BUDGET

	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Respite/Crisis 116	Crisis Unit APRTP 118	Community Residence 122	Supportive Living 123
400 PROG. SERV. FEES							
401 Net client fees	130,000	200,000	40,000	0	92,000	0	0
402 HMO's	505,000	235,000	9,000	0	184,000	0	0
403 BC/BS	181,000	116,000	1,500	0	115,000	0	0
404 Medicaid	192,090	5,461,085	1,720,939	20,000	1,500,000	477,637	1,570,054
405 Medicare	121,988	530,000	60,000	0	1,000	0	0
406 Other insurance	38,000	44,000	6,000	0	63,000	0	0
411 Other program fees	237,000	29,000	7,000	0	32,000	0	1,000
SUBTOTAL	1,405,078	6,615,085	1,844,439	20,000	1,987,000	477,637	1,571,054
420 PROG. SALES							
421 Production	0	0	0	0	0	0	0
422 Service	0	0	0	0	0	0	0
430 PUBLIC SUPPORT							
431 United Way	41,685	0	0	0	0	0	0
432 Local/County Government	0	0	0	0	0	0	0
433 Donations/Contributions	75,000	0	0	0	0	0	0
434 Bur. Developmental Services	0	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0	0
436 Div. Voc. Rehab.	0	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0
438 Div. for Children, Youth & Families	0	0	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
440 FEDERAL FUNDING							
441 Block Grants	0	0	0	0	0	0	0
442	0	0	0	0	0	0	0
443	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0
445 Other Federal Grants	0	305,701	0	0	0	0	0
446 PATH	0	0	0	0	0	0	0
447	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
450 OTHER REVENUE							
451 Rental Income	0	0	0	0	0	0	141,000
452 Interest Income	0	0	0	0	0	0	0
453 In-Kind Donations	0	0	0	0	0	0	0
454 All Other Revenue	20,000	0	0	0	0	0	0
480 BBH							
481 Bur. of Behavioral Health	0	0	80,000	0	675,000	7,000	0
482 Other BBH	0	0	0	0	0	0	0
483	0	0	0	0	0	0	0
484	0	0	0	0	0	0	0
SUBTOTAL	1,541,763	6,920,786	1,924,439	20,000	2,662,000	484,637	1,712,054
500 General Management Allocation	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES	1,541,763	6,920,786	1,924,439	20,000	2,662,000	484,637	1,712,054

FY 2014 BUDGET

		Other Mental Health 198	Other Non-BBH 199
400	PROG. SERV. FEES		
401	Net client fees	0	121,000
402	HMO's	0	1,000
403	BC/BS	0	500
404	Medicaid	0	0
405	Medicare	0	0
406	Other insurance	0	5,000
411	Other program fees	0	65
	SUBTOTAL	0	127,565
420	PROG. SALES		
421	Production	0	0
422	Service	0	0
430	PUBLIC SUPPORT		
431	United Way	0	0
432	Local/County Government	0	0
433	Donations/Contributions	0	120,000
434	Bur. Developmental Services	0	0
435	Other public support	0	0
436	Div. Voc. Rehab.	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0
438	Div. for Children, Youth & Families	0	0
439	State Emergency Shelter Grant	0	0
440	FEDERAL FUNDING		
441	Block Grants	0	0
442		0	0
443		0	0
444	HUD	0	0
445	Other Federal Grants	10,000	0
446	PATH	0	0
447		0	0
448	MHSIP	0	0
450	OTHER REVENUE		
451	Rental Income	0	0
452	Interest Income	0	6,000
453	In-Kind Donations	0	0
454	All Other Revenue	0	810,003
480	BBH		
481	Bur. of Behavioral Health	58,000	0
482	Other BBH	0	0
483		0	0
484		0	0
	SUBTOTAL	68,000	1,063,568
500	General Management Allocation	0	0
	TOTAL PROGRAM REVENUES	68,000	1,063,568

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Older Adult Services 102	Emergency Services/ Assessment 104	Vocational Services 109
600 PERSONNEL COSTS							
601 Salary & Wages	15,730,779	1,542,601	14,188,178	2,588,071	542,014	1,116,975	439,859
602 Employee Benefits	3,632,749	366,084	3,266,665	648,803	115,629	254,297	90,141
603 Payroll Taxes	1,196,950	118,125	1,078,825	202,144	41,379	83,968	32,500
SUBTOTAL	20,560,478	2,026,810	18,533,668	3,439,018	699,022	1,455,240	562,500
610 Client Wages	0	0	0	0	0	0	0
620 PROFESSIONAL FEES							
621 Substitute Staff	204,625	137,125	67,500	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0	0
625 Audit Fees	47,757	4,746	43,011	7,200	1,651	2,363	1,763
626 Legal Fees	48,550	7,594	40,956	5,000	1,500	2,000	2,820
627 Other Prof. Fees/Consultations	20,000	1,899	18,101	3,776	660	945	705
630 STAFF DEV & TRAINING							
631 Journals & Publications	5,000	475	4,525	945	165	236	176
632 In-Service Training	8,187	712	7,475	1,416	248	1,039	264
633 Conferences & Conventions	34,890	3,322	31,568	6,000	1,155	2,154	1,234
634 Other Staff Development	48,057	4,747	43,310	7,500	1,651	2,363	1,762
640 OCCUPANCY COSTS							
641 Rent	352,300	9,000	343,300	200,000	0	0	0
642 Mortgage (Interest)	0	0	0	0	0	0	0
643 Heating Costs	59,162	5,503	53,659	5,000	1,000	1,000	1,000
644 Other Utilities	257,329	26,104	231,225	20,000	7,315	25,000	9,695
645 Maintenance & Repairs	408,107	22,750	385,357	45,156	10,388	19,304	12,163
646 Taxes	0	0	0	0	0	0	0
647 Other Occupancy Costs	18,782	949	17,833	2,000	330	472	353
650 CONSUMABLE SUPPLIES							
651 Office	217,663	50,000	167,663	30,217	13,282	7,561	4,140
652 Building/Household	62,839	3,798	59,041	10,054	1,321	6,890	1,410
653 Educational/Training	318,969	10,000	308,969	45,000	5,000	8,341	4,461
654 Production & Sales	0	0	0	0	0	0	0
655 Food	85,000	0	85,000	0	0	0	0
656 Medical	115,000	0	115,000	0	0	0	0
657 Other Consumable Supplies	268,320	27,873	240,447	61,000	5,000	35,000	9,000
SUBTOTAL PAGE	23,141,015	2,343,407	20,797,608	3,889,282	749,688	1,569,908	613,446

FY 2014 BUDGET

	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Respite/Crisis 116	Crisis Unit APRTP 118	Community Residence 122	Supportive Living 123
600 PERSONNEL COSTS							
601 Salary & Wages	1,017,378	4,078,155	1,283,052	0	1,485,894	262,292	776,784
602 Employee Benefits	152,417	958,766	295,715	0	311,178	75,643	248,076
603 Payroll Taxes	72,083	302,234	99,375	0	112,928	20,065	59,424
SUBTOTAL	1,241,878	5,339,155	1,678,142	0	1,910,000	358,000	1,084,284
610 Client Wages	0	0	0	0	0	0	0
620 PROFESSIONAL FEES							
621 Substitute Staff	7,500	10,000	0	0	50,000	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0	0
625 Audit Fees	3,125	11,894	3,675	0	5,202	1,164	3,253
626 Legal Fees	3,000	15,000	5,881	0	1,000	1,000	1,000
627 Other Prof. Fees/Consultations	1,250	4,758	1,470	0	2,081	466	1,301
630 STAFF DEV & TRAINING							
631 Journals & Publications	313	1,189	368	0	520	116	325
632 In-Service Training	469	1,784	552	0	780	177	488
633 Conferences & Conventions	2,188	8,326	2,573	0	3,641	815	2,277
634 Other Staff Development	3,125	11,893	3,676	0	5,202	1,164	3,253
640 OCCUPANCY COSTS							
641 Rent	85,000	58,300	0	0	0	0	0
642 Mortgage (Interest)	0	0	0	0	0	0	0
643 Heating Costs	1,000	1,000	1,000	0	0	1,397	40,000
644 Other Utilities	8,000	42,000	20,215	0	45,000	7,000	36,000
645 Maintenance & Repairs	11,564	75,067	25,360	0	115,000	2,033	47,445
646 Taxes	0	0	0	0	0	0	0
647 Other Occupancy Costs	625	5,000	735	0	1,041	233	5,000
650 CONSUMABLE SUPPLIES							
651 Office	23,000	40,060	11,762	0	18,000	3,725	10,408
652 Building/Household	2,000	7,515	2,941	0	22,000	932	2,602
653 Educational/Training	5,945	83,147	12,643	0	24,969	5,588	5,613
654 Production & Sales	0	0	0	0	0	0	0
655 Food	0	0	0	0	85,000	0	0
656 Medical	0	20,000	0	0	95,000	0	0
657 Other Consumable Supplies	10,626	45,000	22,000	0	22,000	5,821	15,000
SUBTOTAL PAGE	1,410,608	5,781,088	1,792,993	0	2,406,436	389,631	1,258,249

FY 2014 BUDGET

		Other Mental Health 198	Other Non-BBH 199
600 PERSONNEL COSTS			
601 Salary & Wages	121,825	475,879	
602 Employee Benefits	32,572	83,428	
603 Payroll Taxes	3,975	48,750	
SUBTOTAL	158,372	608,057	
610 Client Wages	0	0	
620 PROFESSIONAL FEES			
621 Substitute Staff	0	0	
622 Client Evaluations/Services	0	0	
624 Accounting	0	0	
625 Audit Fees	219	1,502	
626 Legal Fees	351	2,404	
627 Other Prof. Fees/Consultations	88	601	
630 STAFF DEV & TRAINING			
631 Journals & Publications	22	150	
632 In-Service Training	33	225	
633 Conferences & Conventions	153	1,052	
634 Other Staff Development	219	1,502	
640 OCCUPANCY COSTS			
641 Rent	0	0	
642 Mortgage (Interest)	0	0	
643 Heating Costs	262	1,000	
644 Other Utilities	10,000	1,000	
645 Maintenance & Repairs	11,511	10,366	
646 Taxes	0	0	
647 Other Occupancy Costs	44	2,000	
650 CONSUMABLE SUPPLIES			
651 Office	701	4,807	
652 Building/Household	175	1,201	
653 Educational/Training	1,051	107,211	
654 Production & Sales	0	0	
655 Food	0	0	
656 Medical	0	0	
657 Other Consumable Supplies	1,500	8,500	
SUBTOTAL PAGE	184,701	751,578	

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Older Adult Services 102	Emergency Services/ Assessment 104	Vocational Services 109
Total Carried Forward	23,141,015	2,343,407	20,797,608	3,889,282	749,688	1,569,908	613,446
700 Advertising	35,696	7,120	28,576	4,000	1,500	2,000	1,500
710 Printing	50,679	15,000	35,679	6,610	1,155	1,654	1,234
720 Telephone/Communication	236,193	28,986	207,207	41,271	6,602	19,451	7,051
730 Postage/Shipping	57,729	25,000	32,729	4,999	1,486	2,127	1,586
740 TRANSPORTATION							
741 Board Members	0	0	0	0	0	0	0
742 Staff	232,610	17,562	215,048	50,000	2,107	18,742	25,073
743 Clients	18,145	1,139	17,006	2,266	396	567	423
744 Delivery Products	0	0	0	0	0	0	0
750 ASSIST. TO INDIVIDUALS							
751 Client Services	0	0	0	0	0	0	0
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	78,666	7,357	71,309	13,500	2,558	3,662	2,732
762 Vehicles	14,835	1,376	13,459	2,738	479	685	511
763 Comprehensive, Property & Liability	148,061	28,000	120,061	22,000	5,941	7,500	5,000
800 OTHER EXPENDITURES							
801 Interest Expense (other than Mortgage Interest)	0	0	0	0	0	0	0
802 In-Kind Expense	0	0	0	0	0	0	0
803 Depreciation, Equipment	94,319	10,000	84,319	15,000	2,282	7,561	5,641
804 Depreciation, Building	215,912	10,000	205,912	26,440	7,496	23,616	4,935
805 Equipment Rental	61,547	10,000	51,547	15,000	0	13,000	0
806 Equipment Maintenance	36,461	4,744	31,717	5,000	1,650	2,363	1,763
807 Membership Dues	55,594	2,373	53,221	2,000	825	1,181	881
810 Other Expenditures	188,034	20,000	168,034	10,000	2,000	49,451	1,050
TOTAL EXPENSES	24,665,496	2,532,064	22,133,432	4,110,106	786,165	1,723,468	672,826
900 Administrative Allocation	0	(2,532,064)	2,532,064	469,894	102,860	193,993	80,442
TOTAL PROGRAM EXPENSES	24,665,496	0	24,665,496	4,580,000	889,025	1,917,461	753,268
SURPLUS/(DEFICIT)	0	0	0	714,104	(275,550)	(129,943)	(180,116)
Total Revenue - Total Expense (line 49 - 115)							

FY 2014 BUDGET

	Non-Eligibles 112	Multi-Service Team 113	ACT Team 114	Respite/Crisis 116	Crisis Unit APRTP 118	Community Residence 122	Supportive Living 123
Total Carried Forward							
700 Advertising	1,410,608	5,781,088	1,792,993	0	2,406,436	389,631	1,258,249
710 Printing	3,500	5,500	3,000	0	3,000	1,747	1,500
720 Telephone/Communication	6,188	8,326	2,573	0	3,642	815	2,277
730 Postage/Shipping	12,501	51,576	14,701	0	25,000	4,657	13,511
	2,813	6,704	3,308	0	4,682	1,048	2,427
740 TRANSPORTATION							
741 Board Members	0	0	0	0	0	0	0
742 Staff	3,564	34,008	64,597	0	1,246	2,307	7,035
743 Clients	750	9,000	882	0	1,248	279	781
744 Delivery Products	0	0	0	0	0	0	0
750 ASSIST. TO INDIVIDUALS							
751 Client Services	0	0	0	0	0	0	0
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	4,844	18,435	8,000	0	8,063	1,805	5,042
762 Vehicles	906	3,449	1,400	0	1,509	338	944
763 Comprehensive, Property & Liability	8,500	27,500	13,231	0	12,500	3,191	8,500
800 OTHER EXPENDITURES							
801 Interest Expense (other than Mortgage Interest)	0	0	0	0	0	0	0
802 In-Kind Expense	0	0	0	0	0	0	0
803 Depreciation, Equipment	7,500	12,000	7,000	0	10,000	3,725	10,409
804 Depreciation, Building	8,751	66,303	13,291	0	20,000	3,260	22,000
805 Equipment Rental	2,000	10,000	4,000	0	2,500	1,000	2,500
806 Equipment Maintenance	3,125	4,000	3,677	0	4,000	1,164	3,253
807 Membership Dues	1,563	35,000	1,837	0	2,601	582	1,000
810 Other Expenditures	5,000	10,000	15,000	0	5,000	4,657	5,000
TOTAL EXPENSES	1,482,113	6,082,889	1,949,490	0	2,511,427	420,206	1,344,428
900 Administrative Allocation	152,025	666,916	246,623	0	300,769	47,169	156,057
TOTAL PROGRAM EXPENSES	1,634,138	6,749,805	2,196,113	0	2,812,196	467,375	1,500,485
SURPLUS/(DEFICIT)	(92,375)	170,981	(271,674)	20,000	(150,196)	17,262	211,569
Total Revenue - Total Expense (line 49 - 115)							

	Other Mental Health 198	Other Non-BBH 199
Total Carried Forward	184,701	751,578
700 Advertising	329	1,000
710 Printing	153	1,052
720 Telephone/Communication	4,877	6,009
730 Postage/Shipping	197	1,352
740 TRANSPORTATION		
741 Board Members	0	0
742 Staff	811	5,558
743 Clients	53	361
744 Delivery Products	0	0
750 ASSIST. TO INDIVIDUALS		
751 Client Services	0	0
752 Clothing	0	0
760 INSURANCE		
761 Malpractice & Bonding	340	2,328
762 Vehicles	64	436
763 Comprehensive, Property & Liability	788	5,410
800 OTHER EXPENDITURES		
801 Interest Expense (other than Mortgage Interest)	0	0
802 In-Kind Expense	0	0
803 Depreciation, Equipment	701	2,500
804 Depreciation, Building	9,614	206
805 Equipment Rental	876	671
806 Equipment Maintenance	219	1,503
807 Membership Dues	5,000	751
810 Other Expenditures	876	60,000
TOTAL EXPENSES	209,599	840,715
900 Administrative Allocation	26,132	89,184
TOTAL PROGRAM EXPENSES	235,731	929,899
SURPLUS/(DEFICIT)	(167,731)	133,669
Total Revenue - Total Expense (line 49 - 115)		

Client#: 490781

MENTAHEA4

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2013

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

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

PRODUCER USI Insurance Svcs of NE, Inc. PO Box 6360 Manchester, NH 03108-6360 603 625-1100	CONTACT NAME: PHONE (A/C, No, Ext): 603 625-1100 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company NAIC # 23850 INSURER B: AIM Mutual Insurance Company 33758 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED The Mental Health Center of Greater Manchester 401 Cypress Street Manchester, NH 03103	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

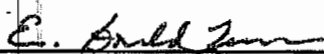
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC		PHPK996243	04/01/2013	04/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		PHPK996243	04/01/2013	04/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000		PHUB415205	04/01/2013	04/01/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ECC4000298012012	09/12/2012	09/12/2013	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

****Supplemental Names**** Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc.
 Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.
 This Certificate is issued for insured operations usual to Mental Health Services.

CERTIFICATE HOLDER

CANCELLATION

Bureau of Behavioral Health Attn: Sandy Lawrence Main Bldg., Room 210 S 105 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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Budget Form

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

The Mental Health Center of
Bidder/Program Name: Greater Manchester (Region VII)

Budget Request for: Community Mental Health Services
(Name of RFP)

Budget Period: July 1, 2013 - June 30, 2014

Line/Item	Direct (Incremental)	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 14,188,178.00	\$ 1,542,601.00	\$ 15,730,779.00	FTE's
2. Employee Benefits	\$ 4,345,490.00	\$ 484,209.00	\$ 4,829,699.00	FTE's
3. Consultants	\$ 18,101.00	\$ 1,899.00	\$ 20,000.00	FTE's
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 51,547.00	\$ 10,000.00	\$ 61,547.00	FTE's
Repair and Maintenance	\$ 31,717.00	\$ 4,744.00	\$ 36,461.00	FTE's
Purchase/Depreciation	\$ 290,231.00	\$ 20,000.00	\$ 310,231.00	FTE's
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 115,000.00	\$ -	\$ 115,000.00	FTE's
Office	\$ 521,037.00	\$ 101,671.00	\$ 622,708.00	FTE's
6. Travel	\$ 220,631.00	\$ 18,701.00	\$ 239,332.00	FTE's
7. Occupancy	\$ 1,031,374.00	\$ 64,306.00	\$ 1,095,680.00	Square Feet
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 207,207.00	\$ 28,986.00	\$ 236,193.00	FTE's
Postage	\$ 32,729.00	\$ 25,000.00	\$ 57,729.00	FTE's
Subscriptions	\$ 57,746.00	\$ 2,848.00	\$ 60,594.00	FTE's
Audit and Legal	\$ 83,967.00	\$ 12,340.00	\$ 96,307.00	FTE's
Insurance	\$ 204,829.00	\$ 36,733.00	\$ 241,562.00	FTE's
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 96,000.00	\$ 18,000.00	\$ 114,000.00	FTE's
10. Marketing/Communications	\$ 28,576.00	\$ 7,120.00	\$ 35,696.00	FTE's
11. Staff Education and Training	\$ 192,893.00	\$ 18,781.00	\$ 211,674.00	FTE's
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
14. Printing	\$ 35,679.00	\$ 15,000.00	\$ 50,679.00	FTE's
15. Substitute Staff	\$ 67,500.00	\$ 137,125.00	\$ 204,625.00	FTE's
16. Food - Crisis Unit (Cypress Ctr.)	\$ 85,000.00	\$ -	\$ 85,000.00	FTE's
17. Interpreter Services	\$ 210,000.00	\$ -	\$ 210,000.00	FTE's
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 22,115,432.00	\$ 2,550,064.00	\$ 24,665,496.00	

Indirect As A Percent of Direct

11.5%

Region VII

The Mental Health Center of Greater Manchester

Communities Served:

Auburn
Bedford
Candia
Goffstown
Hooksett
Londonderry
Manchester
New Boston

Community Mental Health Center

Establishment Dates

Region I

Northern Human Services
87 Washington Street
Conway NH 03818
03-03-71

Region II

West Central Services, Inc.
DBA West Central Behavioral Health
2 Whipple Place, Suite 202
Lebanon NH 03766
06-06-85
02-05-01
trade name

Region III

The Lakes Region Mental Health Center, Inc.
DBA GENESIS – Behavioral Health
111 Church Street
Laconia NH 03246
07-14-69
5-26-00
trade name

Region IV

Riverbend Community Mental Health, Inc.
5 Market Lane, PO Box 2032
Concord NH 03302-2032
03-25-66

Region V

Monadnock Family Services
64 Main Street, Suite 301
Keene NH 03431
03-05-24

Region VI

Community Council of Nashua, NH
DBA Greater Nashua Mental Health Center at
Community Council.
7 Prospect Street
Nashua NH 03060-3990
12-24-23
10-21-08
trade name

Harbor Homes, Inc.
45 High Street
Nashua NH 03060
02-15-80

Region VII

The Mental Health Center of Greater Manchester
401 Cypress Street
Manchester NH 03103-3628
10-17-60

Region VIII

Seacoast Mental Health Center, Inc.
1145 Sagamore Avenue
Portsmouth NH 03801
01-21-63

Region IX

Behavioral Health and Developmental Services
of Strafford County, Inc.
DBA Community Partners of Strafford County
Forum Court, 113 Crosby Road, Suite 1
Dover NH 03820
09-24-82
10-27-03
trade name

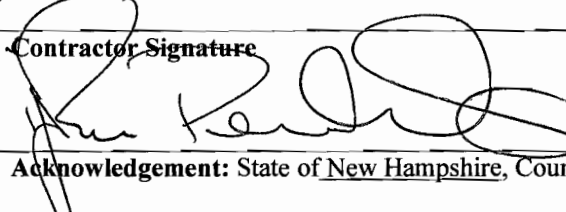
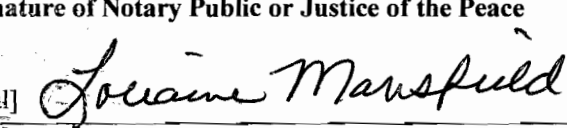
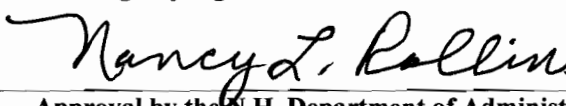
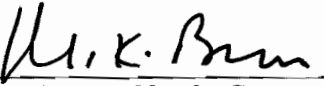
Region X

Mental Health Center for Southern NH
CLM Center for Life Management
44 Stiles Road
Salem NH 03079
05-06-81
10-27-99
non-profit

Subject: To Provide Mental Health Services and PATH Services.**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH DHHS-Division of Community Based Services Bureau of Behavioral Health		1.2 State Agency Address 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name Seacoast Mental Health Center, Inc.		1.4 Contractor Address 1145 Sagamore Avenue Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-6703	1.6 Account Number Various State Accounts. See List in Exhibit B.	1.7 Completion Date 06-30-2014	1.8 Price Limitation \$1,088,161
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John Pendleton, President, Board of Directors	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>May 16, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace LORRAINE MANSFIELD, Justice of the Peace My Commission Expires April 1, 2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs	
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) By:  On: <u>5/30/13</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

CERTIFICATE OF VOTE

I, Paul Sorli, do hereby certify that:

1. I am the duly elected Secretary of Seacoast Mental Health Center, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 16, 2013.

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

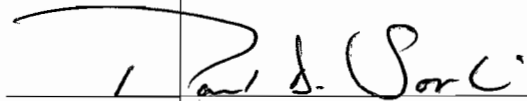
**To Provide: Mental Health Services, and
Projects for Assistance in Transition from Homelessness (PATH) Services**

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 16, 2013.

4. John Pendleton is duly elected President of the Corporation.

(Seal)
(Corporation)

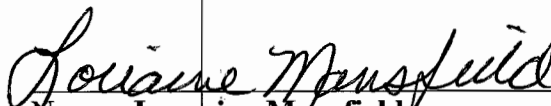

(Signature of Board Treasurer)

State of New Hampshire

County of Rockingham

The foregoing instrument was acknowledged before me this 16th day of May 2013

by Paul Sorli.


Name: Lorraine Mansfield
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: (date)

LORRAINE MANSFIELD, Justice of the Peace
My Commission Expires April 1, 2014

EXHIBIT A

SCOPE OF WORK

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.

The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. BEHAVIORAL HEALTH SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- C. The Contractor shall provide services in accordance with the service projections set forth on the statistical pages immediately following Exhibit A. These service projections are based upon the needs of its consumers, taking into account the Contractor's caseload, available staffing and other resources, including the State funds that the Contractor expects to receive for the services to be performed under this Agreement.
- D. For all consumers eligible under He-M 401 that the Contractor has case management responsibilities for, the Contractor agrees to assure that applications for all appropriate sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Public Housing, and Section 8 subsidies are filed in a timely fashion.
- E. The Contractor agrees to make Illness Management and Recovery (IMR) services and evidence-based Supported Employment (SE) services available to eligible consumers. The Contractor may also offer complementary employment programs in conjunction with the evidence-based Supported Employment program.

II. TRANSITION TO MANAGED CARE

- A. All Medicaid billings for services provided to consumers who are enrolled members of a Managed Care Organization (MCO), shall be submitted to the MCO upon the Effective Date of Coverage with the MCO.
- B. The role of community mental health program 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 community mental health program 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.
- C. 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 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.

- D. In the event that the Medicaid program in New Hampshire is transitioned, in whole or in part, during the period in which this Contract is in effect such that some of all of the services required to be provided by the Contractor are provided to consumers who are then enrolled as members of an MCO, the Contractor and BBH agree, upon the request of either party, to meet and discuss in good faith whether there are any provisions of the Contract which reasonably ought to be deleted or amended in order to accommodate the new service and reimbursement environment in which the parties may find themselves.

III. PROVISION OF QUALITY SERVICES

- A. The Contractor agrees that it will 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 BBH within timeframes reasonably specified by BBH in order to ensure the efficient and effective administration of the Medicaid program.
- B. As part of the effort to ensure quality services, BBH conducts annual reviews to ascertain that eligibility has been properly determined in accordance with He-M 401, "Eligibility Determination and Individual Service Planning." In the event that the annual review finds that 75% of the records examined are in compliance with the eligibility requirements of He-M 401, BBH shall refrain from conducting a review of eligibility determinations in the next year. Eligibility reviews will be conducted in the subsequent year. BBH will conduct such other quality assurance reviews, as it deems necessary and appropriate.
- C. The Contractor agrees to submit to BBH data needed by BBH to comply with federal reporting requirements within timeframes reasonably specified by BBH.
- D. In regard to the data required for the Phoenix system:
1. Monthly data shall be in the .csv format and shall be submitted on the 15th of each month unless otherwise agreed to by BBH.
 2. Errors in data returned by BBH to the Contractor shall be corrected and returned to BBH.
 3. Data shall be current and updated as required for federal reporting.
 4. For the purpose of data submitted for the Phoenix data system, the contractor agrees for the following fields that the error rate (invalid codes, Unknowns, nulls) shall not exceed 20% of the total records. An error rate in excess of 20% shall not constitute an event of default. In the event of an error rate of greater than 20%, the contractor shall submit a correction plan to show how improvements will be made to the fields listed below.
 - a. Race
 - b. Ethnicity
 - c. Employment status
 - d. Living status
 - e. Criminal justice data
 - f. School attendance data
- E. In order to achieve positive consumer outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services, and who are responsible for completing the eligibility determination process as specified in He-M 401, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a children's clinician, and the Adult Needs and Strengths Assessment (ANSA) if they are an adult clinician.
1. Clinicians shall be certified in the use of the New Hampshire version of the CANS and the ANSA within 120-days of implementation by the DHHS of a web-based training and certification system.
 - a. The CANS and the ANSA assessment shall be completed by the community mental health clinician no later than the first annual review for the consumer following clinician certification.
 - b. The community mental health eligibility determination tool, as specified in He-M 401, and in effect on July 1, 2012, shall continue to be utilized by the clinician until such time as the Department of Health and Human Services implements web-based access to the

CANS and the ANSA, the clinician is certified in the use of the CANS and the ANSA, and the annual review date has passed.

2. The CANS and the ANSA assessment shall be completed at least every three (3) months to document progress towards goals and objectives and any continued need for community mental health services.
 - a. Completion of the CANS or ANSA assessment shall fulfill the quarterly review requirements as defined in He-M 408 and He-M 401.
 - b. The CANS and the ANSA shall be utilized to develop an individualized, person-centered treatment plan, with measurable outcomes to inform future modifications to the individualized service plan.
- F. The percentage of Individualized Recovery and Resiliency Services (IROS) Medicaid billings, as specified in He-M 426, to all other community mental health services Medicaid billings shall, at a minimum, be maintained at their current regional levels. IROS services include the following: Individual and Group Functional Support Services (FSS), Illness Management and Recovery (IMR), and Evidence Based Supported Employment (EBSE). The Contractor, however, shall not be in breach of this provision if its failure to maintain the ratio of billings at the current level is due to the MCO taking a rate or utilization action which materially impairs the Contractor's ability to do so.
- G. In order to measure Consumer and Family Satisfaction, BBH shall contract with a private vendor during fiscal year 2014 to assist the Contractor and BBH with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction.
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor.
 3. The Contractor will support the efforts of BBH and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by BBH to explain the survey and otherwise support attempts by BBH to increase participation in the survey.
- H. 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. Children age 12 and older will be screened through administration of CRAFFT (Car, Relax, Alone, Forget, Friends, Trouble), and Adults will be screened through the administration of AUDIT (Alcohol Use Disorders Identification Test) and DAST (Drug Abuse Screening Test) instruments or other instrument(s) approved by BBH. The performance standard for fiscal year 2013 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual BBH Quality Assurance and Compliance Review.

IV. MAINTENANCE OF FISCAL INTEGRITY

- A. In order to enable BBH to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Balance Sheet and Profit and Loss Statements for the agency and all related parties that are under the Parent Corporation of the mental health provider organization. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
 1. Days of Cash on Hand:
 - a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period.
 - c. Performance Standard: The Contractor shall have enough cash and cash equivalents to

cover expenditures for a minimum of fifteen (15) business days with no variance allowed.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.:1.0. with no variance allowed.

3. Medicaid Days in Accounts Receivable:

- a. Rationale: Medicaid is the primary payor for most CMHCs. The number of days it takes to collect this revenue has a major impact on the Contractor's ability to meet expenses.
- b. Definition: The number of days (on average) it takes the Contractor to collect Medicaid.
- c. Formula: Total Medicaid accounts receivable (including those due from Medicaid Managed Care Organizations) divided by net Medicaid charges divided by the number of days in the reporting period.
- d. Source of Data: The Contractor shall submit to BBH monthly, a breakdown of accounts receivables within their balance sheet, and net Medicaid charges on the profit & loss statement.
- e. Performance Standard: The Contractor shall maintain a standard maximum of forty (40) days with a 20% variance allowed.

4. Debt Service Coverage Ratio:

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

5. Net Assets to Total Assets:

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

B. In any budget submitted to BBH for purposes of contract approval, the Contractor agrees to limit administrative costs to 12% or less of the total program expenses.

C. For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement," "State Funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include all state general funds, including the State's share of Medicaid, provided to the Contractor, as well as all federal grant funds allocated by BBH to the provider, along with any prior years' state and/or federal funds deferred to the current year with BBH approval.

V. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

A. The community mental health program shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital to assist in the coordinated discharge planning for the consumer to

either return to services in the community or offer services at the local community mental health program.

- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon receipt of notification of the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The community mental health program shall work with DHHS to review cases of consumers that New Hampshire Hospital, and/or the community mental health program has indicated will have difficulty returning back into the community, identify barriers to discharge, and develop an appropriate plan to transition back into the community.
- D. The community mental health program shall make a face-to-face appointment available to a consumer leaving New Hampshire Hospital who desires to reside in the region served by the community mental health program 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.

VI. COORDINATION WITH PRIMARY CARE PROVIDER

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

VII. REDUCTION OR SUSPENSION OF FUNDING

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

VIII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph VII. above, prior to the elimination of or a significant reduction in a program which delivers services contracted by BBH (as reflected in the statistical pages immediately following Exhibit A), and paid for, in whole or in part, by State Funds, the Contractor shall provide BBH with at least thirty (30) days written notice with an explanation of the programmatic and financial impact. The Contractor and BBH 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. In the event that BBH is not in agreement with such elimination or reduction prior to the proposed effective date, BBH may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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) day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided. The Contractor shall not redirect Medicaid 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, BBH shall control the expenditure of the unspent Medicaid funds.

IX. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- A. The Contractor shall assist the Pre-Admission Screening and Resident Review (PASRR) Office of the NH Department of Health and Human Services in meeting the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the PASRR Office and with the appropriate authorization to release information, the Contractor shall provide the PASRR Office with 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. The Contractor may bill Medicaid, and the PASRR Office may approve payment, for activities related to the PASRR process.

X. EMERGENCY SERVICES

- A. The Contractor shall use Emergency Services funds to offset the cost of providing Emergency Services to individuals with no insurance.

XI. ASSERTIVE COMMUNITY TREATMENT (ACT) TEAM SUPPORT FUNDS

- A. **General Requirements:** General Funds in the amounts identified in Exhibit B are to be used for the design and sustaining of an Assertive Community Treatment team (ACT). This includes, but is not limited to, the recruitment, hiring, and training of staff, supervision, start-up costs for a new program such as office materials, and non-billable time spent by staff creating an environment to help the program succeed within the community. These funds may also be used to support ACT clients in their community to prevent hospitalization, incarceration, or homelessness.
- B. **7-Days Per Week Coverage:** Additional funding is being made available to the Contractor to increase the availability of one of the Contractor's Assertive Community Treatment team's coverage to 7-days per week. The Contractor will ensure weekend coverage is prioritized to meet the following deliverables for a minimum of 8 hours on Saturday and 8 hours on Sunday, with the specific hours to be determined by the Contractor:
1. Crisis intervention for individuals who may be in crisis and need a crisis evaluation and development of a disposition plan appropriate to the individual's needs by the ACT Team;

2. Follow-up services in the community for individuals that the treatment team has determined need services provided over the weekend due to the clinical needs of the individual;
 3. Support and/or community based services for individuals who are being discharged from a hospital or other inpatient setting and returning to the community over the weekend.
- C. Contractors establishing a new ACT Team for FY14 shall utilize the additional funding to ensure the new ACT Team meets the criteria detailed above.
- D. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XII. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) SERVICES

- A. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

XIII. EMPLOYMENT DEVELOPMENT INITIATIVE (EDI)

- A. Funds will be used to offset lost productivity for CMHC staff to attend trainings in Supported Employment, an evidence-based practice designed to improve employment opportunities for people with mental illness. The goal will be to improve employment outcomes for clients of the agencies designated to receive these funds.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XIV. NH MEDICAID WELLNESS INCENTIVE PROGRAM (WIP)

- A. The Contractor is a project site in a 5-year grant awarded to the NH Bureau of Behavioral Health by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (WIP) "Healthy Choices, Healthy Changes".
- B. WIP is an intervention supporting exercise, improved nutrition, and smoking cessation, with mentoring and incentives to improve cardiac and metabolic health in clients of the NH Community Mental Health Center (CMHC) system.
- C. WIP will build upon and benefit from the existing infrastructure of the In SHAPE health promotion program established in 2004 for people with SMI at risk of cardiovascular disease.
- D. WIP will offer four (4) "Supported Weight Management" programs":
1. Gym Membership;
 2. In SHAPE (includes gym membership);
 3. Weight Watchers; and
 4. In SHAPE and Weight Watchers.
- E. WIP will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- F. WIP will offer three (3) "Supported Smoking Cessation" programs:
1. Prescriber Referral and Telephone Cognitive Behavior Therapy;
 2. Prescriber Referral and Facilitated Use of Quit line; and
 3. Prescriber Referral alone.

- G. Incentives Counselors (ICs) will be employed by Dartmouth to:
 - 1. Promote access to the WIP program;
 - 2. Help participants make decisions about health behavior changes; and
 - 3. Encourage the use of incentives.
- H. The Contractor will establish an In SHAPE program, necessary for offering WIP. This includes:
 - 1. Negotiating partnerships with community fitness facilities (gyms and other facilities that promote fitness and health);
 - 2. Hiring Health Mentors (see number of FTE's in Exhibit B): certified fitness trainers who provide the In SHAPE program; and
 - 3. They will also participate in the hiring of an Incentives Counselor, who will be employed by the Dartmouth Center for Aging Research, but will administer the WIP program at the CMHC.
- I. The Contractor will provide space in the offices of the CMHC that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- J. The Contractor will devise and implement a plan to provide transportation assistance to WIP participants, as specified and funded in the grant.
- K. The Contractor will also identify a project site WIP Leader who will work with members of the WIP implementation and evaluation teams at the Bureau of Behavioral Health and Dartmouth to ensure that the project is progressing, as required by the grant.
- L. The CMHCs will partner with WIP project members at BBH and the Dartmouth Center for Aging Research to recruit and enroll a total of:
 - 1. 1,600 CMHC clients eligible for Medicaid in the weight management programs statewide;
 - 2. 2,000 CMHC clients eligible for Medicaid in the smoking education and cessation programs statewide.
- M. The Contractor will provide the information needed for required reporting to CMS, as requested by WIP project members at BBH and the Dartmouth Center for Aging Research.

XV. DATA INFRASTRUCTURE GRANT (DIG)

- A. BBH funding for any CMHC data infrastructure projects or activities is dependent upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. Agencies should seek approval from BBH before planning to use or committing any DIG or federal data infrastructure funds.
- C. Activities that may be funded:
 - 1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines, or
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime), or
 - c. Software and/or training purchased to improve Phoenix data collection, or
 - d. Staff training for collecting new data elements.
 - 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
 - 1. Progress Reports received by BBH according to prior agreement with agencies will:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings, and
 - c. Include progress to meet anticipated deadlines as specified.
 - 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from CMHC IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and

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- c. CMHC may request other payment schedule based on documented need.

XVI. BALANCING INCENTIVE PROGRAM (BIP)

- A. The Balancing Incentive Program (BIP) federal funds are available to enhance the capacity of the Community Mental Health Centers through trainings to serve adults with Severe Mental Illness (SMI) and children with Serious Emotional Disturbance (SED). The trainings supported by this agreement involve unique specialized service models and tools that will improve the core competencies of provider staff to utilize practices that are proven successful in improving outcomes for individuals served and keeping those in need of behavioral health long-term services and supports in their communities and out of institutions.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

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

A. General Requirements

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 Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
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 mental health agency for services. The provision of PATH outreach services may require a lengthy engagement process.
3. The Contractor shall provide an identified full time equivalency PATH worker to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Office of Homeless Housing and Transportation Services.
5. The Contractor will comply with all reporting requirements under the PATH Grant.
6. The PATH worker will 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 will 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.
7. As part of the PATH outreach process the PATH worker will 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.

- B. Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices (“green sheets”) to BBH.

FY14 Region 8 Exhibit A (DCYF,ACT,ES,EDI,MIPCD,DIG,BIP,PATH)

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Exhibit A ~ REAP

Referral, Education, Assessment, Prevention (REAP) Program and Enhanced REAP

A. Introduction

Referral, Education and Assistance & Prevention Programs (REAP) began in 1992. It was established to address the problems related to substance misuse and abuse. It is estimated that at least 1,300 to 2,000 residents residing in Federally assisted senior housing misuse or abuse substances. This figure rises to 20 percent for seniors in nursing homes. As many as 19% of all adults age 60 and older may have problems with alcohol or drugs; 20% of the nation's elders suffer from mental illness including depression, anxiety and other conditions and could benefit from treatment; and older adults have the highest rate of suicide nationally. 56 % of all seniors admitted to hospitals have a serious alcohol misuse or abuse problem that is not diagnosed and/or treated. There is difficulty in identifying accurate number of seniors due to the following:

- Stigma associated with alcohol or drug abuse;
- Isolation of many elderly;
- Lack of regular health care among the poorer elders;
- Many symptoms of substance abuse are misread as a natural part of aging; and
- Traditional early intervention does not reach seniors living in senior housing complexes.

1. Service Area:

Area to be served is Statewide.

2. Goals and Required Services:

The Contractor agrees to provide a statewide community-based education and brief intervention-counseling program specific for persons age 60 and older, their families or other informal caregivers. The first priority of the program shall be the prevention or alleviation of substance misuse, i.e. alcohol, medications or other drugs, and secondarily shall address depression or emotional stress, isolation, interpersonal relationships, grief and loss, and other life changes and issues that can affect an individual's ability to live independently, such as home safety and injury prevention.

B. REAP offers five main components including:

1. **Counseling Sessions:** The counseling sessions are offered to older adults over the age of 60 and their caregivers. Sessions are conducted in clients' homes or community settings. Screenings and brief interventions are completed by using evidence-based instruments. Sessions are free of charge and range from 3 to 5 sessions per client.
2. **Education Sessions:** Education sessions are conducted by counselors and are held in senior housing complexes and community centers and other places where older adults gather.
 - a. Educational session curriculum has been developed on a growing understanding of issues affecting older adults. Some topics include: life changes, grief and loss, effects of gossip, dealing with stress, mental health and many more issues.
 - b. Alcohol abuse or misuse is never in the title of the educational session because older adults will not attend. However substance abuse and misuse is included as it is woven into other topic areas such as: memory, getting along, and other health related issues.
 - c. Counselors strive to educate older adults about how alcohol affects the aging body, the dangers of alcohol used with prescribed medications, importance of socializing and good communication with family and caregivers.
3. **Technical Assistance:** Technical assistance is offered when an area professional, which includes senior housing managers and service coordinators, contacts a REAP counselor for assistance and guidance in dealing with specific elderly issues. For example, a housing manager may notice some recent changes in a resident's disposition, increased isolation, or sudden weight loss, and may not know if or how to approach his/her concern with a resident. The REAP Counselor can brainstorm a way to approach the resident with his/her concerns while respecting the persons privacy. He/she might introduce the idea of a "friendly visit" by the REAP counselor who could assess the situation further. Thus, technical assistance may facilitate counseling referrals when appropriate.

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4. **Community Intervention/Mediation:** Community intervention/mediation is conducted when conflict arises at local elder housing complexes. Counselors help to deescalate the situation and find the source of the problem and facilitate resolution.
5. **Trainings:** Annual meeting with all REAP counselors and housing specialist to provided training on evidenced based practices, tools and approaches.

C. Enhanced REAP:

Enhanced REAP is comprised of the existing REAP substance misuse services as well as additional depression treatment services via an Evidenced Based Practice (EBP) known as Behavioral Activation (BA) and increased symptom monitoring.

1. Enhanced REAP will reach an additional 350 individuals by using an EBP.
2. All participants will be screened for depressive symptoms, and substance misuse (including medication misuse). Based on screening results, participants will be either offered REAP or Enhanced REAP.
3. The Patient Health Questionnaire-9 (PHQ-9) will be used to screen for depression. A reduced score will evidence the reduction of depressive symptoms.
4. Participants who screen below the clinical threshold will be offered traditional REAP and participants who screen above the clinical threshold will be offered Enhanced REAP.
5. Enhanced REAP includes Motivational Interviewing (MI) and Behavioral Activation (BA). Specifically, participants who screen positive for substance misuse will receive MI, an evidenced based practice for substance misuse. For participants who screen positive for depression or co-occurring substance misuse and depression, Enhanced REAP will use an approach of integrating BA (an evidence based practice for depression) and MI (an evidence based practice for treatment adherence). This will allow REAP participants to continue to receive brief substance misuse intervention in addition to enhanced services designed to address depression and co-occurring depression and substance misuse.

D. Expected Outcomes:

1. **Short term Outcomes:** Increase social connections; Increase activity to maintain health, independence, and mental health; Reduction of harm in mixing medications with other substances;
2. **Intermediate Outcomes:** Increase perception of harm and awareness
3. **Long-term Outcomes:** Reduce 30-day use of alcohol, binge or heavy drinking, and related consequences of substance use (e.g. alcohol use and prescribed medications). Elderly and families/caretakers are informed of the dangers of substance misuses and opportunities for healthy lifestyles that are possible through REAP.

E. Other Requirements:

1. Contracted Provider who provides administrative oversight for all REAP services and technical assistance must be Certified Prevention Specialists in accordance with the State of NH Prevention Certification Board and the International Certification and Reciprocity Consortium (<http://nhpreventcert.org>). Upon completion certification must be kept current.
2. Conduct evaluations on the effectiveness of REAP services. Provide the results of this data to BDAS, BEAS, and BBH annually.
3. Provide quarterly reports in meeting the Block Grant National Outcomes Data. See Appendix 2
4. Collaboration with Public Health Networks in providing education about substance misuse among older adults and the dangers, share data across disciplines, and provide outreach of services. Public Health Networks, see Appendix 1.

F. Quality Assurance:

1. The Quarterly Program Service Report shall be submitted by the 15th of the month following the State Fiscal Year quarter reported. The Quarterly Program Service Report is to be completed in accordance with instructions provided by the Bureau of Elderly and Adult (BEAS) services, the Bureau of Drug and Alcohol Services (BDAS), and the Bureau of Behavioral Health (BBH).
2. The contractor agrees to obtain client feedback as to the quality of services provided and report the outcome to BEAS, BDAS, and BBH in the Quarterly Program Service Report due 30 days after the end of the 2nd quarter.

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3. Contractor agrees to the outcomes, goals objectives, and performance measures as described herein and assure the development of a plan for monitoring and evaluating progress in meeting these. BEAS, BDAS, and BBH expect one hundred percent compliance with meeting the performance measures, by the contractor. Additional Performance for this service includes:
- a. To conduct at least one education/counseling session occurs in all 10 counties. (See Exhibit A ~ Appendix 1 for BDAS performance measure related to the Public Health Networks); and
 - b. To target at risk populations.

G. Payment Method:

- 1. The contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.
- 2. Funds shall not be used to increase the rate of reimbursement for REAP services without the prior approval of BBH.

H. Annual Numbers Served:

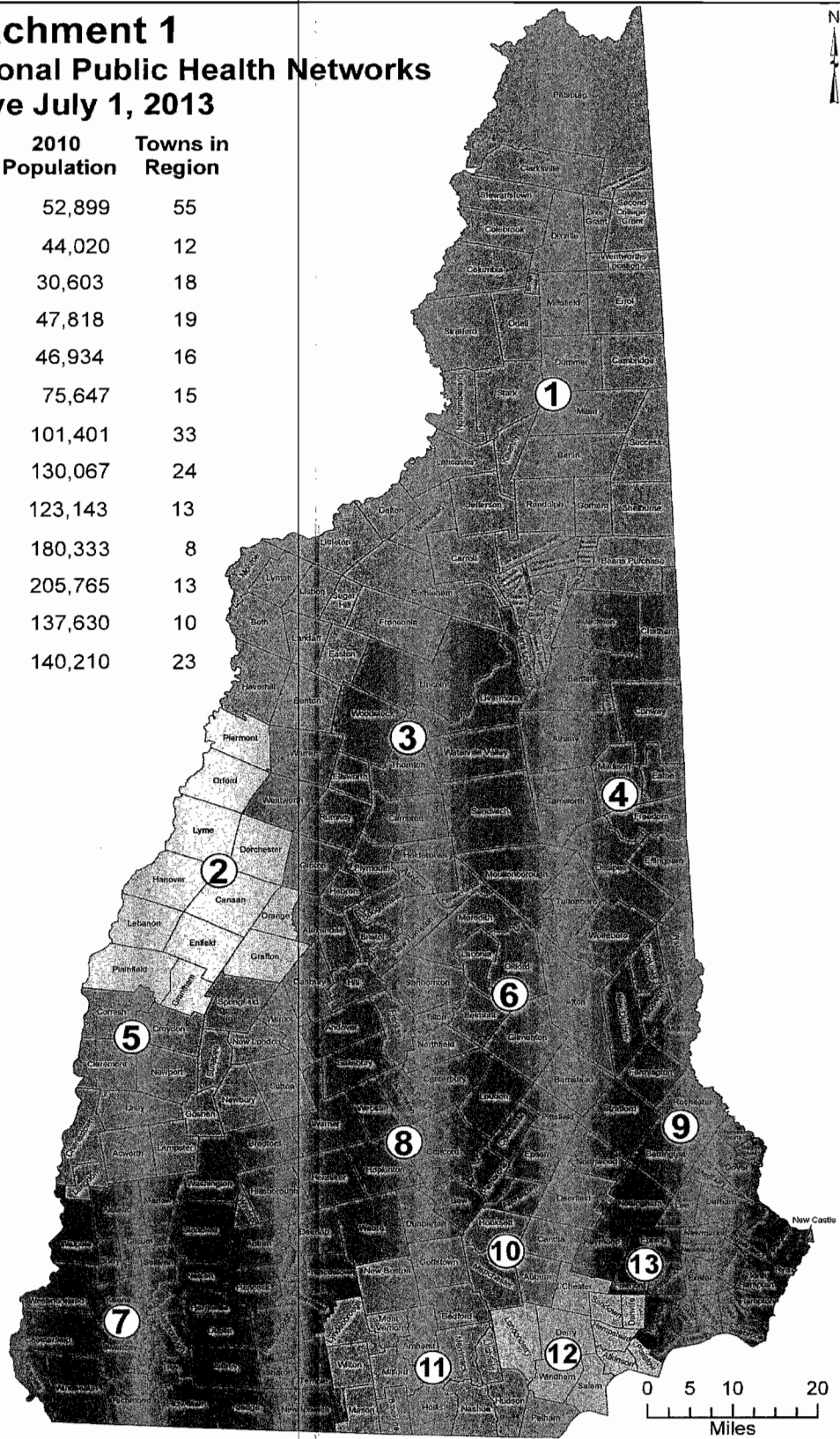
Name of Program	Numbers Served
1. Counseling Session	650
2. Education Session	650
3. Community Intervention	10
4. Technical Asst	475
5. Annual Training	1

Exhibit A ~ APPENDIX 1

Attachment 1

New Hampshire Regional Public Health Networks Effective July 1, 2013

Region	2010 Population	Towns in Region
1	52,899	55
2	44,020	12
3	30,603	18
4	47,818	19
5	46,934	16
6	75,647	15
7	101,401	33
8	130,067	24
9	123,143	13
10	180,333	8
11	205,765	13
12	137,630	10
13	140,210	23



*September/October
2013 is the projected
date that PHN will be
officially named.*

TOWN LIST

REGION NAME	TOWN
REGION 1	Atkinson and Gilmanton Academy Grant, Bath, Beans Grant, Beans Purchase, Benton, Berlin, Bethlehem, Cambridge, Carroll, Chandlers Purchase, Clarksville, Colebrook, Columbia, Crawfords Purchase, Cutts Grant, Dalton, Dixs Grant, Dixville, Dummer, Easton, Errol, Ervings Location, Franconia, Gorham, Greens Grant, Hadleys Purchase, Haverhill, Jefferson, Kilkenney, Lancaster, Landaff, Lisbon, Littleton, Low and Burbank's Grant, Lyman, Martins Location, Milan, Millsfield, Monroe, Northumberland, Odell, Pinkham's Grant, Pittsburg, Randolph, Sargents Purchase, Second College Grant, Shelburne, Stark, Stewartstown, Stratford, Success, Sugar Hill, Thompsons & Meserves Purchase, Wentworths Location, Whitefield
REGION 2	Canaan, Dorchester, Enfield, Grafton, Grantham, Hanover, Lebanon, Lyme, Orange, Orford, Piermont, Plainfield
REGION 3	Alexandria, Ashland, Bridgewater, Bristol, Campton, Ellsworth, Groton, Hebron, Holderness, Lincoln, Livermore, Plymouth, Rumney, Thornton, Warren, Waterville Valley, Wentworth, Woodstock
REGION 4	Albany, Bartlett, Brookfield, Chatham, Conway, Eaton, Effingham, Freedom, Hale's Location, Harts Location, Jackson, Madison, Moultonborough, Ossipee, Sandwich, Tamworth, Tuftonboro, Wakefield, Wolfeboro
REGION 5	Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Langdon, Lempster, Newbury, New London, Newport, Springfield, Sunapee, Sutton, Unity, Wilmot
REGION 6	Alton, Barnstead, Belmont, Center Harbor, Danbury, Franklin, Gilford, Gilmanton, Hill, Laconia, Meredith, New Hampton, Northfield, Sanbornton, Tilton
REGION 7	Alstead, Antrim, Bennington, Chesterfield, Dublin, Fitzwilliam, Francestown, Gilsum, Greenfield, Greenville, Hancock, Harrisville, Hinsdale, Jaffrey, Keene, Marlborough, Marlow, Nelson, New Ipswich, Peterborough, Richmond, Rindge, Roxbury, Sharon, Stoddard, Sullivan, Surry, Swanzey, Temple, Troy, Walpole, Westmoreland, Winchester
REGION 8	Allenstown, Andover, Boscawen, Bow, Bradford, Canterbury, Chichester, Concord, Deering, Dunbarton, Epsom, Henniker, Hillsborough, Hopkinton, Loudon, Northwood, Pembroke, Pittsfield, Salisbury, Warner, Washington, Weare, Webster, Windsor
REGION 9	Barrington, Dover, Durham, Farmington, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Rollinsford, Somersworth, Strafford
REGION 10	Auburn, Bedford, Candia, Deerfield, Goffstown, Hooksett, Manchester, New Boston
REGION 11	Amherst, Brookline, Hollis, Hudson, Litchfield, Lyndeborough, Mason, Merrimack, Milford, Mont Vernon, Nashua, Pelham, Wilton
REGION 12	Atkinson, Chester, Danville, Derry, Hampstead, Londonderry, Plaistow, Salem, Sandown, Windham
REGION 13	Brentwood, East Kingston, Epping, Exeter, Fremont, Greenland, Hampton, Hampton Falls, Kensington, Kingston, New Castle, Newfields, Newington, Newmarket, Newton, North Hampton, Nottingham, Portsmouth, Raymond, Rye, Seabrook, South Hampton, Stratham

EXHIBIT A ~ APPENDIX 2

Federal Block Grant National Outcome Measures (NOMs)

The NOMs Data Collection and Reporting Forms requirement by the State's annual Substance Abuse Prevention and Treatment (SAPT) Block Grant application.

I. DEFINITION OF PRIMARY PREVENTION:

Block Grant 20% set aside is for a broad array of Primary Prevention strategies directed at individuals not yet identified to be in need of treatment. Comprehensive primary prevention programs should include activities and services provided in a variety of settings for both the general population and targeted sub-groups who are at higher risk for substance abuse.

Primary Prevention refers to a proactive process that empowers individuals and systems to meet the challenges of life events and transitions by creating and reinforcing conditions that promote healthy behaviors and lifestyles. Primary prevention includes interventions occurring prior to the initial onset of a substance use disorder through reduction or control of causative factors to substance abuse, including the reduction of risk factors contributing to substance use. **Services are delivered through six defined federal strategies to three classifications of population as identified by the Institute of Medicine.**

Incorporating SAMHSA Strategic Initiative(s):

Goal 1.1: With primary prevention as the focus, build prevention prepared communities that use data to inform, build capacity, plan, implement and evaluate outcomes;

Goal 1.2: Prevent and Reduce consequences of underage drinking and adult problem drinking;

Goal 1.3: Prevent suicides and attempted suicides among populations at high-risk populations (military and LBGT);

Goal 1.4: Reduce prescription drug misuse and abuse;

Goal 7: Incorporate the use of data driven results in achieving population outcomes within planning and implementation, and ongoing quality improvements that improve services for individuals, families and communities.

II. NATIONAL PREVENTION PERFORMANCE MEASURES:

Interventions, strategies and populations aligned and measured by the following outcome indicators.

A. Block Grant pre-populated forms:

- 30-day use of alcohol;
- 30-day use of illegal drugs other than marijuana;
- 30-day use of marijuana;
- 30-day use of tobacco products;
- 30-day use of cigarettes;
- Binge Drinking;
- Synthetic Drugs;
- 30-day non-medical use of Rx (not prescribed to individual);
- Perception of Risk/Harm of Use;
- Age of First Use alcohol, cigarettes, marijuana and other illegal drugs;
- Perception of Disapproval/Attitudes alcohol, cigarettes, marijuana and other illegal drugs;
- Employment/Education: Perception of Workplace Policy;
- Employment/Education: ATOD-Related Suspensions and Expulsions (In Development);
- Employment/Education: Average Daily School Attendance Rate;
- Crime and Criminal Justice: Alcohol-Related Traffic Fatalities;
- Crime and Criminal Justice: Alcohol- and Drug-Related Arrests;
- Social Connectedness: Family Communications Around Drug and Alcohol Use;
- Youth Seeing, Reading, Watching, or Listening to a Prevention Message.

B. Block Grant forms BDAS completes based prevention providers' reports:

- Number of Persons Served by Age, Gender, Race, and Ethnicity;
- Persons Served or Reached by Type of CSAP Intervention;
- Persons Served or Reached by IOM category;
- Number of Evidence-Based Programs and Strategies;
- Relative Cost of Evidence-Based;
- Percentage of total Block Grant prevention dollars spent per CSAP strategy, IOM and EBI.

III. AGE CATEGORIES:

0-4	18-20	45-64
5-11	21-24	65 and Over
12-14	25-44	Age Not Known
15-17		

IV. HIGH RISK SUB-POPULATION CATEGORIES:

States are asked to report on high-risk sub-populations, as part of primary prevention, recognizing there are limited funds to fully address all the needs. Based on upon data, feasible and fit report on which sub-population is being addressed and by what type of CSAP strategy.

1) Children of substance users;	8) Abused victims;
2) Pregnant women/teens;	9) Already using substances;
3) Drop-outs;	10) Homeless / runaway;
4) Violent and delinquent behaviors;	11) Other:
5) Mental Health problems;	a) Suicide Ideation;
6) Economically Disadvantaged;	b) LGBT;
7) Physically disabled;	c) Military.

V. CSAP STRATEGIES:

- 1.) **Information Dissemination** - This strategy provides awareness and knowledge of the nature and extent of substance use, abuse, and addiction and their effects on individuals, families, and communities. It also provides knowledge and awareness of available prevention programs and services. *Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two.*
- 2.) **Prevention Education** - This strategy involves two-way communication and is distinguished from the information dissemination strategy by the fact that interaction between the educator/ facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis (e.g., of media messages), and systematic judgment abilities.
- 3.) **Alternative Activities** - This strategy provides for the participation of target populations in activities that exclude substance use. The assumption is that constructive and healthy activities offset the attraction to or otherwise meet the needs usually filled by alcohol and drugs and would, therefore, minimize or obviate resort to the latter.
- 4.) **Problem Identification and Referral** - This strategy aims at identification of those who have indulged in illegal/age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment.
- 5.) **Community-Based Process** - This strategy aims to enhance the ability of the community to more effectively provide prevention services for substance related disorders. Activities in this strategy include organizing, planning, enhancing efficiency and effectiveness of services implementation, interagency collaboration, coalition building, and networking.
- 6.) **Environmental** - This strategy establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of substance abuse in the general population. This strategy is divided into two subcategories to permit distinction between activities that center on legal and regulatory initiatives and those that relate to the service and action-oriented initiatives.

JP
5/16/13

Sub strategy/activity:

Information Dissemination:

- Clearinghouse/information resources centers;
- Resource directories;
- Media campaigns;
- Brochures;
- Radio and TV public service announcements;
- Speaking engagements;
- Health fairs and other health promotion, e.g., conferences, meetings, seminars;
- Information lines/Hot lines;
- Other, specify.

Education:

- Parenting and family management;
- Ongoing classroom and/or small group sessions;
- Peer leader/helper programs;
- Education programs for youth groups;
- Mentors;
- Preschool ATOD prevention programs;
- Other, specify.

Alternatives:

- Drug free dances and parties;
- Youth/adult leadership activities;
- Community drop-in centers;
- Community service activities;
- Outward Bound;
- Recreation activities;
- Other, specify.

Problem Identification and Referral:

- Employee Assistance Programs;
- Student Assistance Programs;
- Driving while under the influence/driving while intoxicated education programs;
- Other, specify.

Community-Based Process:

- Community and volunteer training, e.g., neighborhood action training, impactor training, staff/officials training;
- Systematic planning;
- Multi-agency coordination and collaboration/coalition;
- Community team-building;
- Accessing services and funding;
- Other, specify.

Environmental:

- Promoting the establishment or review of alcohol, tobacco, and drug use policies in schools;
- Guidance and technical assistance on monitoring enforcement governing availability and distribution of alcohol, tobacco, and other drugs;
- Modifying alcohol and tobacco advertising practices;
- Product pricing strategies;
- Other, specify.

Other Prevention Activities:

- For any prevention activity not included in the list above.

VI. INSTITUTE OF MEDICINE (IOM) PREVENTION CLASSIFICATIONS:

Universal, Selective, and Indicated:

- 1.) **Universal:** Activities targeted to the general public or a whole population group that has not been identified on the basis of individual risk.
- 2.) **Universal Direct:** Interventions directly serve an identifiable group of participants but who have not been identified on the basis of individual risk (e.g., school curriculum, after school program, parenting class). This also could include interventions involving interpersonal and ongoing/repeated contact (e.g., coalitions).
- 3.) **Universal Indirect:** Interventions support population-based programs and environmental strategies (e.g., establishing ATOD policies, modifying ATOD advertising practices). This also could include interventions involving programs and policies implemented by coalitions.
- 4.) **Selective:** Activities targeted to individuals or a subgroup of the population whose risk of developing a disorder is significantly higher than average.
Indicated: Activities targeted to individuals in high-risk environments, identified as having minimal but detectable signs or symptoms foreshadowing disorder or having biological markers indicating

predisposition for disorder but not yet meeting diagnostic levels. (Adapted from The Institute of Medicine Model of Prevention)

- 5.) **Indicated:** Activities targeted to individuals in high-risk environments, identified as having minimal but detectable signs or symptoms foreshadowing a disorder or having biological markers indicating predisposition for a disorder but not yet meeting diagnostic levels.

VII. EVIDENCED BASED INTERVENTION (EBI)

Definition of Evidence-Based Programs and Strategies: The guidance document for the Strategic Prevention Framework State Incentive Grant, Identifying and Selecting Evidence-based Interventions, provides the following definition for evidence-based programs:

1. Inclusion in a Federal List or Registry of evidence-based interventions;
2. Being reported (with positive effects) in a peer-reviewed journal;
3. Documentation of effectiveness based on the following guidelines:
 - Guideline The intervention is based on a theory of change that is documented in a clear logic or conceptual model; and Guideline The intervention is similar in content and structure to interventions that appear in registries and/or the peer-reviewed literature; and
 - Guideline The intervention is supported by documentation that it has been effectively implemented in the past, and multiple times, in a manner attentive to Identifying and Selecting Evidence-Based Interventions scientific standards of evidence and with results that show a consistent pattern of credible and positive effects; and
 - Guideline The intervention is reviewed and deemed appropriate by a panel of informed prevention experts that includes: well-qualified prevention researchers who are experienced in evaluating prevention interventions similar to those under review; local prevention practitioners; and key community leaders as appropriate, e.g., officials from law enforcement and education sectors or elders within indigenous cultures.
4. Provide a description of the process the State uses to implement the guidelines included in the above definition.
5. Provide a description on how the State collects data on the number of programs, strategies and sources of the data.

FY14 SCOPE OF SERVICE REPORT

AGENCY: Seacoast Mental Health Center, Inc.

DATE PREPARED: April 26, 2013

PREPARED BY: LINDA EVERY

Type	Cost Center Number	PROGRAM NAME	PHOENIX INPUT AGENCY NUMBER(S)	Location	CASELOAD/ CAPACITY	SUBCONTRACTED YES / NO / PARTIALLY	START DATE	DATE OF SERVICE COMPLETION
CHILDREN/ADOLESCENTS	101	Childrens, Adolescents and Family Services	101	Portsmouth and Exeter	786	No	N/A	N/A
EMERGENCY SERVICES/ ASSESSMENT	104	Emergency Services	104	Portsmouth and Exeter	N/A	No	N/A	N/A
VOCATIONAL SERVICES	109	Career Focus	109	Portsmouth and Exeter	83	No	N/A	N/A
MULTI-SERVICE TEAM	113	Adult Services	113	Portsmouth and Exeter	1266	No	N/A	N/A
ACT TEAM	114	ACT	114	Portsmouth	70	No	N/A	N/A
COMMUNITY RESIDENCE	122	Fairweather Lodge	122	Breakfast Hill Road, Greenland	8	No	N/A	N/A
INDEPENDENT HOUSING	224	Independent Housing	124	Springbrook Condos, Portsmouth	6	No	N/A	N/A
OTHER MENTAL HEALTH	198	REAP Services	198	Statewide	N/A	No	N/A	N/A
OTHER MENTAL HEALTH	298	Drug Court	298	Portsmouth	N/A	No	N/A	N/A
OTHER (NON-BBH)	199	Center for Learning Disorders	199	Portsmouth	N/A	No	N/A	N/A

Part IIA: Services to Adults in State Supported Programs Number of Clients Served

Seacoast Mental Health Center

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

(ALL numbers	100	102	103	104 Emerg. Assessm ent	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non-Eligibles	113 Multi Service Team	114 ACT Team	*Unduplic ated Totals
Cumulative YTD)	Maint	Older Adults	Intake											
1) Unduplicated number of SPMI clients served in program				120				98	DO			450	58	529
2) Unduplicated number of SMI clients served in program				98				38	NO			385	21	421
3) Unduplicated number of low utilizer served in program				7				3	NO			98		102
4) Unduplicated number of non eligible adult clients served in program				584					NO			1830		2080
5) TOTAL unduplicated number served in program YTD (add #'s 1-4)	0	0	0	809	0	0	0	139	USE	0	0	2763	79	3132
*Total of Adults for all Agency services, including those who may receive only housing services in PART IIIA														

Part IIB: Services to Adults in State Supported Programs Units/Days of Service

Seacoast Mental Health Center

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

NOTE: Brief /DRF: Report Clinical units in top and patient days in the bottom of block. IPH and RPH: Units top, Half day middle. Full days bottom.

	100	102	103	104 Emerg. Svcs.	106	107	108	109	110	111	112	113	114	
(ALL Numbers Cumulative YTD)	Maint	Older Adults	Intake	Assessme nt	Brief/DRF	IPH	RPH	Voc	Case Mgt.	Social Club Peer/Supp.	Services to Non- Eligibles	Multi- Service Team	ACT TEAM	Totals
1) Units of service to SPMI clients				1633	U	U	U	5810	D			68120	20100	95663
					H	H	H		O					H 0 0
					D	D	D							D 0 0
2) Units of service to SMI clients				702	U	U	U	1540	N			22428	7590	32260
					H	H	H		O					H 0 0
					D	D	D		t					D 0 0
3) Units of service to low utilizer clients				52	U	U	U	64	O			4480		4596
					H	H	H		t					H 0 0
					D	D	D							D 0 0
4) Units of service to non eligible adult clients				3610	U	U	U		U			24812		28422
					H	H	H		U					H 0 0
					D	D	D							D 0 0
5) TOTAL units of service (add #'s 1-4)	0	0	0	5997	U	U	U	7414	S	0	0	119840	27690	160941
					H	H	H		e					H 0 0
					D	D	D							D 0 0
6) Average daily census in program														

Part IIC: Services to **Children** in State Supported Programs Number of **Children** Served

Seacoast Mental Health Center

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

(ALL numbers	100	101	103	104 Emerg. Assessme nt	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non- Eligibles	113 Multi Service Team	114 ACT Team	*Unduplic ated Totals
Cumulative YTD)	Maint	Children	Intake											
1) Unduplicated number of children SED		594		64					Do					598
2) Unduplicated number of children SED Interagency		432		48					No					443
3) Unduplicated number of non eligible children		182		128					t					
4) TOTAL unduplicated number served in program YTD (add #'s 1-3)		1208		240					Use					206
*Total of Children for all Agency services, including those who may receive only housing services in PART IIIA		1208		240										1247

Part IID: Services to **Children** in State Supported Programs Units/Days of Service

Seacoast Mental Health Center

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

	100	101	103	104 Emerg. Svc.	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non- Eligibles	113 Multi Service Team	114 ACT Team	Totals
(All Numbers Cumulative YTD)	Maint	Children	Intake	Assessme nt										
1) Units of service to children SED		40064		494	U	U	U		Do					U 40558 H 0 D 0
2) Units of service to children SED Interagency		68394		229	U	U	U		No					U 68623 H 0 D 0
3) Units of service to Non-Eligible Children		2310		1012	U	U	U		t					U 3322 H 0 D 0
4) TOTAL services (add #s 1-3)	0	110768	0	1735	U	U	U	0	U	0	0	0	0	U 112503 H 0 D 0
5) Average daily census in program					D	0	0		S					H 0 D 0

NOTE: Brief / DRF: Report Clinical units in top and patient days in the bottom of block.
IPH and RPH: Units top, Half day middle, Full days bottom. For all other cost centers
report units only in the Top Block.

Part IIE: Specialized Units of Services to Adults and Children

Seacoast Mental Health Center FY2014 4th Quarter
Name of Agency Reporting Period (year/quarter)

ADULTS

(ALL Numbers Cumulative YTD)

	Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
1) Units of service to SPMI	72,930	2,150	710	48,180

2) Units of service to SMI	23,120	856	290	9,820

3) Units of service to Low Utilizer	3,670	138	4	1,576

4) Units of service to Non-Eligible	9,160			

CHILDREN

(ALL Numbers Cumulative YTD)

	Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
5) Units of service to SED	33,290	860	410	15,952

6) Units of service to SED I/A	62,128	1,360	406	42,218

7) Units of service to OTHER	1,180			

NOTE: Case Management Direct is face-to face or telephone communication with the eligible client and/or guardian.
Case Management Indirect is all other Targeted Case Management billable activity.

Lines 1-4: Units of service to Adult SPMI (Line 1), SMI (Line 2), Low Utilizers (Line 3), Non-Eligible (Line 4). Lines 5-7: Units of service to Children SED (Line 5), SED I/A (Line 6), Other (Line 7).

NOTE: To define Medicaid billable units, use Medicaid billable units in fifteen (15) minute increments. With regard to event-based billing, provide the actual number of fifteen (15) minute units rendered and documented in the record. For example, a comprehensive med check is an event based code, but may take thirty (30) minutes [two (2) units] of time. We would expect you to report two (2) units, not one (1) event. With regard to per diem FSS, we would expect you to report total direct care FSS units delivered by residential staff, rather than one (1) per diem event.

PART IIIA: Program Information - Clients Served

Seacoast Mental Health Center

Name of Agency

FY2014 4th Quarter
Reporting Period (year/quarter)

Community Residence
(by location)

	116	118	122	222	322	422	C.R. Total	Supportive Living	Supportive Living	Independent Housing	Total for All Housing
Crisis/Respite											
Number served YTD				8			8			6	14
1) SPMI							0				
2) SMI							0				
3) Low Utilizer							0				
4) Non Eligible Adults							0				
5) Children SED							0				
6) Children SED Interagency							0				
7) Non-Eligible Children							0				
8) Total Unduplicated numbers served YTD (Please enter your unduplicate totals)				8						6	14
9) Number of Clients/ beginning of quarter				8						6	14
10) Number of Admissions/ current quarter											
11) Number discharged/ current quarter											
12) Number of clients in residence at end of current quarter				8						6	14

PART IIIB: Program Information: Potential/Total Client Days

Seacoast Mental Health Center

FY2014 4th Quarter

Name of Agency	Community Residence (by location)							Reporting Period (year/quarter)			
	116 Crisis/ Respite	118 AP RTP	122 #1	222 #2	322 #3	422 #4	C.R. Total	123 Supportive Living	223 Supportive Living	124 Independent Housing	Total
1) Number of locations				1			1			3	4
2) Number of beds available				8			8			6	14
3) Potential Client Days YTD											
Client Days YTD											
4) SPMI	D			2,920			2,920 D			2,190 D	5,110
5) SMI	U							U			0
6) Low Utilizer	D			2,920			2,920 D	D			2,920
7) Non Eligible Adults	U							U			0
8) Children SED	D							D			0
9) Children SED Interagency	U							U			0
10) Non -Eligible Children	D							D			0
11) Total Days/Units YTD (add #s 4-10)	U	0	0	0	2,920	0	2,920 D	U	0	0	0
	D	0	0	0	2,920	0	2,920 D	D	0	0	2,920

(FSS Units on top, client days on bottom for Crisis/Respite & APRTP. Supporting Living & Independent Housing report Units only as we will be able to determine days from Phoenix. For Community Residence report day only)

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A. Of the Price Limit in Block 1.8. of the General Provisions, the funds for services shall be governed by the provisions of Exhibits A, B, C, D, E, F, G, H, I and J. In no event shall the total of initial and monthly payments exceed the maximum Price Limitation in Block 1.8. of the General Provisions of this Agreement. Upon written notice to the Contractor, BBH may reduce State funds allocated under this Agreement as necessary for BBH to meet its obligations reflected in the final FY14 budget appropriation for BBH by the New Hampshire General Court.

2. The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s).

3. For the purpose of billing, a Unit of Service is a period of time during which services are rendered. Where units refer to a specific length of time, units are reimbursed in whole units and time of services is rounded to the nearest whole unit. Unless otherwise stated in rules, fifteen-minute units are reimbursed as follows:

DIRECT SERVICE TIME	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

4. A Day of Service shall mean a 24-hour period for a resident either in a Designated Receiving Facility or Housing Services.

5. A minimum of eight (8) units of service shall be provided to each consumer per half day of program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization and a minimum of twelve (12) units of service shall be provided to each consumer per program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization.

6. All reports required pursuant to this Agreement are due to BBH within timeframes specified by BBH. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period.

7. The following Program funds shall only be expended by the Contractor as directed by the BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Older Adult Initiatives	228,000
Homeless and Housing Federal Grant	25,000
Division for Children Youth and Families Consultation	1,770
Emergency Services	437,789
Medicaid Incentive for the Prevention of Chronic Disease	154,602
Assertive Community Treatment Team	129,500
Balancing Incentive Program	100,000
Data Infrastructure Grant	10,000
Employment Development Initiative	1,500
Total	\$1,088,161

Contractor Initials: **JP**
Date: **5/16/13**

8. The amount of funding listed in the table above for Emergency Services reimbursement is provisional. In the event that Medicaid Expansion occurs in New Hampshire under the Affordable Care Act, BBH may reduce this amount proportionately. In the event that BBH proposes to do so, the Contractor shall be notified by BBH no less than thirty (30) days in advance of any proposed reduction and given an opportunity to discuss the magnitude and/or the timing thereof.

9. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

10. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH may make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. Monthly payments shall be adjusted for expenditures set forth in Paragraph 8. above and amounts paid to initiate services.

11. BBH 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.

12. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.

13. This Agreement is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$699,059

Federal Funds: \$389,102

CFDA #: 93.150
Federal Agency: U.S. Department of Health and Human Services
Program Title: Projects for Assistance in Transition from Homelessness (PATH) P.L. 101-645
Amount: \$25,000

CFDA #: 93.243
Federal Agency: U.S. Department of Health and Human Services
Program Title: Special Initiative for State Mental Health Authorities to Address the Impact of the Economic Downturn through Employment Development (EDI)
Amount: \$1,500

CFDA #: 93.243
Federal Agency: U.S. Department of Health and Human Services
Program Title: NH Mental Health Data Infrastructure Quality Improvement Project (DIG)
Amount: \$10,000

CFDA #: 93.536
Federal Agency: U.S. Department of Health and Human Services
Program Title: Medicaid Incentives for Prevention of Chronic Diseases (MIPCD)
Amount: \$154,602

CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services
Program Title: Balancing Incentive Program (BIP)
Amount: \$100,000

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CFDA #: 93.959
Federal Agency: US Department of Health and Human Services, Substance Abuse and Mental Health
Services Administration
Program Title: Substance Abuse Prevention and Treatment (SAPT) Block Grant
Amount: \$63,000

CFDA #: 93.043
Federal Agency: US Department of Health and Human Services
Program Title: Title IIID: Preventative Health Money from the Administration for Community Living
Amount: \$35,000

14. List of State account numbers as referenced in Block 1.6. of the General Provisions form P37:

05-95-92-920010-5945-102
05-95-42-403010-2958-550
05-95-92-920010-1858-502
05-95-92-920010-2087-102
05-95-92-920010-7851-102
05-95-42-423010-7926-102
05-95-49-490510-2985-102
05-95-49-491510-2988-102
05-95-48-481010-8917-102

FY14 EXHIBIT B CMHC Region 8

Contractor Initials: JP
Date: 5/16/13

EXHIBIT C

SPECIAL PROVISIONS

These Provisions expand upon the General Provisions [Form P-37] of this Agreement.

A. 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.

B. 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.

C. 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 Bureau of Behavioral Health (BBH) upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.14. 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;

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- 8.1.4.** Failure to either justify or correct material findings noted in a BBH 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 BBH's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10.** Failure to attain the performance standards established in Exhibit A., Section IV.;
- 8.1.11.** Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12.** Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13.** Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IV., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, IV., A. 2.) for two (2) consecutive months during the contract period; or
- 8.1.14.** Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, IV.) for three (3) consecutive months during the contract period.

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

- 8.2.5.** Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.
- 8.2.6.** Require the Contractor to pay to the State, as liquidated damages, the sum of \$250 in the event that the Contractor has not made available a face-to-face appointment for a consumer leaving New Hampshire Hospital who desires 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. The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by the Contractor's failure to make available an appointment after discharge. The parties agree that this liquidated damages provision represents reasonable compensation for the loss incurred by this breach. The Contractor also agrees that nothing in this section is intended to limit the right of the State to obtain injunctive and other relief as may be appropriate. The State may forward the sum of \$250 to the consumer for whom the Contractor failed to make an appointment available.
- 8.2.7.** Give the Contractor written notice of default in the event that the Contractor has failed to

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maintain Fiscal Integrity performance standards as specified in Exhibit C, Paragraph D., and Sub-paragraph 8.1.12. or 8.1.13. The notice shall require the Contractor, within thirty (30) 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:

8.2.7.1. Require the Contractor to submit an additional corrective action plan within fifteen (15) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

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

8.2.7.3. 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.

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

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

G. 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 as defined in the budget instructions and accounting guidelines and statistical reporting form instructions as specified in Exhibits A and C. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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

9.5.1. For fiscal reports, the Contractor shall submit within thirty (30) days after the end of each month a Balance Sheet and a Profit/Loss Statement. Contractors shall also submit quarterly reports, including: Quarterly Functional Revenues and Expenses Report, Quarterly Statistical Reports, a Cash Flow Statement, and a Line of Credit Statement in the specified electronic format as prescribed by BBH. All quarterly reports are due within thirty (30) days of the end of the reporting period.

9.5.1.1. The monthly Balance Sheet and Profit & Loss Statements, as well as, the Quarterly Functional Revenues and Expenses Report, 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.

9.5.1.2. The Functional Revenues and Expenses Report 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.

9.5.1.3. The Contractor shall maintain detailed fiscal records meeting all the requirements specified in the budget instructions and accounting guidelines. Such fiscal records shall be supported

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

9.5.1.5. On or before November 1, 2013, the Contractor shall deliver to BBH, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2013, including the funds received under the fiscal year 2013 Agreement

9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds five hundred thousand dollars (\$500,000) 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 for fiscal years ending on or after December 31, 2003.

9.5.2. The Contractor shall submit Phoenix data in the .csv format on the fifteenth (15th) of each month unless otherwise agreed to by BBH.

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 BBH contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and

9.5.3.3. Submit to BBH all reasonable additional reports and data files as requested on such schedule and in such electronic format that BBH shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.

9.5.3.4. The Contractor agrees to submit to BBH reports on high profile and sentinel events in accordance with the Division of Community Based Care Services policy.

H. Add the following regarding "Termination" to Paragraph 10:

10.1. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH 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 BBH.

10.2. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10.3. The Contractor shall notify BBH if it expects to be generally unable to provide services as the result of a

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natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that BBH 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 BBH 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.

**I. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:
ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.**

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within thirty (30) business days shall be deemed approval.

12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by BBH for the Contractor in Exhibit A. The Contractor will notify BBH 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 BBH'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, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH 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 BBH's obligations under this Agreement null and void unless, prior to the merger, BBH 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, BBH 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, BBH's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

J. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims re-

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lated to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

- K.** If the Price Limit in Paragraph 1.8., of the General Provisions is greater than two hundred fifty thousand dollars (\$250,000), 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 than two million dollars (\$2,000,000) per claim or occurrence; and

- L.** 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 BBH 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.

- M.** 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

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Date: 5/16/13

National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

22.5. Notwithstanding those prior contracts, BBH 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 BBH in advance. The Contractor shall provide BBH 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. BBH 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 BBH finds that eligible persons will probably benefit, BBH shall approve the disposition. If BBH finds that eligible persons probably will not benefit, BBH may disapprove the disposition. Failure by BBH 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 BBH does not approve of the disposition, the Contractor and BBH 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, BBH and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.

22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.

22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.

22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

Contractor Initials: SLB/13
Date: JP

22.13. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

EXHIBIT C FY14 CMHC

Contractor Initials: JP
Date: 5/16/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

Seacoast Mental Health Center, Inc.

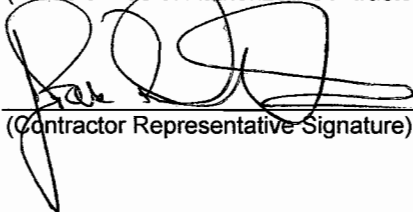
From: 7/1/2013 To: 6/30/2014

(Contractor Name)

(Period Covered by this Certification)

John Pendleton, President, Board Of Directors

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

May 16, 2013

(Date)

Contractor Initials: JP

Date: 5-16-13

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

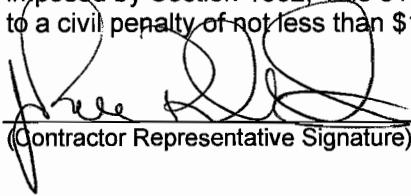
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 07-01-13 through 06-30-14

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

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

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



(Contractor Representative Signature)

John Pendleton, President, Board of Directors

(Authorized Contractor Representative Name & Title)

Seacoast Mental Health Center, Inc.

(Contractor Name)

May 16, 2013

(Date)

Contractor Initials: JP

Date: 5-16-13

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

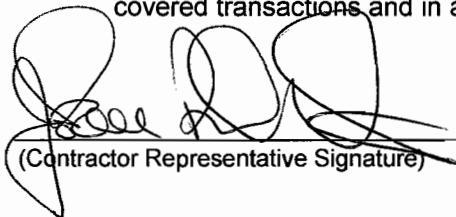
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Contractor Representative Signature)

John Pendleton, President, Board of Directors
(Authorized Contractor Representative Name & Title)

Seacoast Mental Health Center, Inc.
(Contractor Name)

May 16, 2013
(Date)

Contractor Initials: JP
Date: 5-16-13

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

John Pendleton, President, Board of Directors

(Authorized Contractor Representative Name & Title)

Seacoast Mental Health Center, Inc.

(Contractor Name)

May 16, 2013

(Date)

NH Department of Health and Human Services

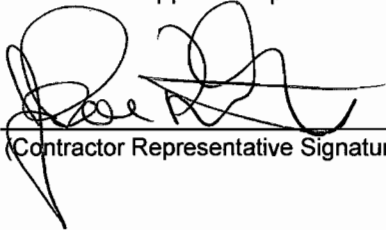
STANDARD EXHIBIT H

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 Representative Signature)

John Pendleton, President, Board of Directors

(Authorized Contractor Representative Name & Title)

Seacoast Mental Health Center, Inc.

(Contractor Name)

May 16, 2013

(Date)

Contractor Initials: 

Date: 5-16-13

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH DHHS, Div of Community Based Care Services
Bureau of Behavioral Health

The State Agency Name

Nancy L. Rollins

Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

5/29/13

Date

Seacoast Mental Health Center, Inc.

Name of the Contractor

[Signature]

Signature of Authorized Representative

John Pendleton

Name of Authorized Representative

President, Board of Directors

Title of Authorized Representative

May 16, 2013

Date

Contractor Initials: *JP*

Date: *5/16/13*

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

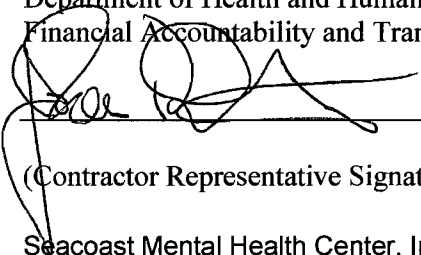
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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


(Contractor Representative Signature)

John Pendleton, President, Board of Directors
(Authorized Contractor Representative Name & Title)

Seacoast Mental Health Center, Inc.

May 16, 2013

(Contractor Name)

(Date)

Contractor initials: JP
Date: 5/16/13
Page # 15 of Page # 16

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 188996185

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

☒ NO ☐ YES

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

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

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

☐ NO ☒ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: JP
Date: 5/16/13
Page # 16 of Page # 16



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of Seacoast Mental Health Center, Inc.

We have audited the accompanying statement of financial position of Seacoast Mental Health Center, Inc. (a nonprofit organization) as of June 30, 2012, and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Mental Health Center, Inc. as of June 30, 2012, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Our audit was made for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on page 8 through 11 is presented for the purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with audit standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell Branagan & Sargent

St. Albans, Vermont
August 21, 2012

154 North Main Street, St. Albans, Vermont 05478 | P 802.524.9531 | 800.499.9531 | F 802.524.9533

www.kbscpa.com

Seacoast Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2012

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 318,523
Accounts receivable (net of \$485,000 allowance)	818,934
Prepaid expenses	<u>83,269</u>

TOTAL CURRENT ASSETS	<u>1,220,726</u>

PROPERTY AND EQUIPMENT - NET	<u>29,984</u>

TOTAL ASSETS	<u><u>\$ 1,250,710</u></u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Due to affiliate	\$ 413,244
Accounts payable	98,589
Deferred income	14,950
Accrued vacation	121,434
Accrued expenses	<u>99,247</u>

TOTAL CURRENT LIABILITIES	<u>747,464</u>

NET ASSETS

Unrestricted Net Assets	<u>503,246</u>

TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 1,250,710</u></u>

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2012

PUBLIC SUPPORT AND REVENUES

Public support -

Federal	\$ 199,100
State of New Hampshire - BBH	42,050
Other public support	550,823
Total Public Support	<u>791,973</u>

Revenues -

Program service fees	8,105,319
Rental income	78,457
Interest Income	2,077
Other revenue	106,948
Total Revenues	<u>8,292,801</u>

TOTAL PUBLIC SUPPORT AND REVENUES

9,084,774

EXPENSES

BBH funded program services -

Children services	2,089,457
Therapy Mentoring	630,438
Elder services	649,407
Intake services	126,434
Crisis response	724,055
Job store	229,883
Portsmouth CSP Team	1,078,535
CSP-ITT	635,915
Exeter CSP Team	1,282,249
Fairweather Lodge	637,775
Springbrook	33,507
Drug Court	111,131
Non-DMH funded program services	<u>915,876</u>

TOTAL EXPENSES

9,144,662

**DEFICIENCY OF PUBLIC SUPPORT AND
REVENUE UNDER EXPENSES FROM OPERATIONS**

(59,888)

NET ASSETS, beginning

563,134

NET ASSETS, ending

\$ 503,246

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2012

CASH FLOWS FROM OPERATING ACTIVITIES	
Decrease in net assets	\$ (59,888)
Adjustments to reconcile to net cash provided by operations:	
Depreciation	18,332
(Increase) decrease in:	
Accounts receivable - trade	(68,736)
Prepaid expenses	(5,233)
Restricted Cash	3,446
Increase (decrease) in:	
Accounts payable & accrued liabilities	(5,062)
Deferred income	<u>(12,606)</u>
NET CASH USED BY OPERATING ACTIVITIES	<u>(129,747)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	<u>(25,618)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Related party repayments, net	<u>302,371</u>
NET INCREASE IN CASH	147,006
CASH AT BEGINNING OF YEAR	<u>171,517</u>
CASH AT END OF YEAR	<u><u>\$ 318,523</u></u>
SUPPLEMENTAL DISCLOSURES	
Cash Payments for Interest	<u><u>\$ 5,818</u></u>

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.

Mission Statement

SEACOAST MENTAL HEALTH CENTER, INC. is a private, not-for-profit, comprehensive mental health facility serving the eastern half of Rockingham County, New Hampshire. The mission of the Center is to provide a broad, comprehensive array of high quality, effective and accessible mental health services to residents of the Seacoast area. Some of these services seek to promote positive mental well-being and prevent occurrences of mental illness. Some of these services endeavor to address problematic emotional functioning, treating those directly or indirectly affected by mental illness. Other services strive to care for and improve the quality of lives of those with severe or persistent mental illness.

KEY ADMINISTRATIVE PERSONNEL - FY2014

SEACOAST MENTAL HEALTH CENTER

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Geraldine Couture	1.00	\$ 136,578.00	\$ 58,607.17	43%
Chief Financial Officer	Linda Every	1.00	\$ 81,541.00	\$ 34,990.17	43%
Medical Director	Wassfy Hanna	0.60	\$ 94,999.00	\$ 40,765.15	43%
Chief Operations Officer	Vacant	1.00	\$ -	\$ -	#DIV/0!

Professional Experience

Seacoast Mental Health Center, Inc., Portsmouth, NH
Executive Director, April 2002

Seacoast Mental Health Center, Inc., Portsmouth, NH
Associate Director, March 1993 – April 2002

Interim Director of Child Adolescent and Family Services, November 2000 –
Compliance Officer

Oversee fiscal and administrative functions of large community mental health center.

Coordinate development and monitoring of annual budget and state contract.

Facilitate ongoing development of team model Child, Adolescent and Family Services Department including direct supervision of management staff, regional planning and inter-agency collaboration.

Chair: Compliance Committee.

Member: Personnel, Staff Growth and Development and Quality Improvement Committees

Strafford Guidance Center, Inc., Dover, NH

Business Manager, December 1991 - March 1993

Assistant Business Manager, January 1991 - December 1991

Accounts Receivable Manager, August 1987 - January 1991

Actively oversee daily operations of Accounts Receivable Department in a community mental health center.

Participate in development and monitoring of annual budget and contract with the New Hampshire Division of Mental Health.

Rochester Site Office Manager, December 1986 - August 1987

Responsible for all daily operations of satellite office.

Administrative Assistant, June 1986 - December 1986

Provided administrative support services to the Director of the Community Support Program.

Fradco Holdings, Inc., Greensburg, PA

President, June 1984 - April 1986

Administered all functions of company dealing in coal, timber and natural gas holdings.

Educational Experience

University of New Hampshire, Durham, NH

Master of Health Administration, May 2001.

University of New Hampshire, Durham, NH

Bachelor of Science, College of Life Sciences and Agriculture, Family and Consumer Studies, May 1984

Honors and Awards

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

Membership

National Association of Reimbursement Officers, Past President

Seacoast Mental Health Center, Inc.

Board of Directors

April 18, 2013

President

John Pendleton

Vice President

Carole Bunting

Treasurer

Jason Coleman

Secretary

Paul Sorli

Timothy Black

Susan Craig

Timothy Graff

Kimberly Hyer

Lindsay Josephs

Monica Kieser

Ed Miller

Nike Speltz

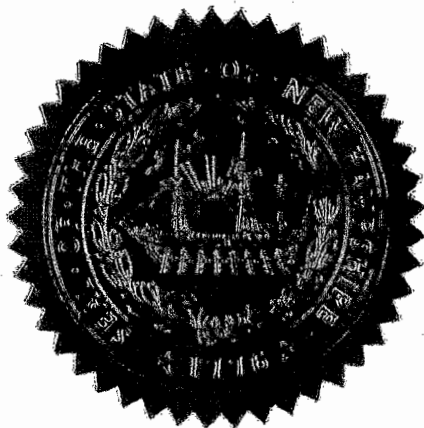
Robert Stomierosky

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER RESOURCE GROUP, INC. is a New Hampshire nonprofit corporation formed October 25, 1985. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of April A.D. 2013

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

William M. Gardner
Secretary of State

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Emergency Services/ Assessment 104	Vocational Services 109	Multi-Service Team 113
400 PROG. SERV. FEES							
401 Net client fees	421,895	0	421,895	135,496	5,650	0	234,800
402 HMO's	0	0	0	0	0	0	0
403 BC/BS	154,293	0	154,293	44,913	5,680	0	96,300
404 Medicaid	6,922,609	0	6,922,609	3,152,732	69,800	198,519	2,411,924
405 Medicare	434,127	0	434,127	0	5,890	0	402,500
406 Other insurance	833,820	0	833,820	287,500	58,600	0	355,000
411 Other program fees	0	0	0	0	0	0	0
SUBTOTAL	8,766,744	0	8,766,744	3,620,641	145,620	198,519	3,500,524
420 PROG. SALES							
421 Production	0	0	0	0	0	0	0
422 Service	0	0	0	0	0	0	0
430 PUBLIC SUPPORT							
431 United Way	10,000	0	10,000	0	0	0	10,000
432 Local/County Government	110,100	0	110,100	0	0	0	60,100
433 Donations/Contributions	38,500	#REF!	0	0	0	0	0
434 Bur. Developmental Services	0	0	0	0	0	0	0
435 Other public support	252,646	0	252,646	16,314	156,332	0	80,000
436 Div. Voc. Rehab.	0	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0
438 Div. for Children, Youth & Families	1,770	0	1,770	1,770	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
440 FEDERAL FUNDING							
441 Block Grants	5,000	0	5,000	0	0	0	5,000
442	0	0	0	0	0	0	0
443	0	0	0	0	0	0	0
444 HUD	13,480	0	13,480	0	0	0	0
445 Other Federal Grants	503,122	0	503,122	50,600	0	1,500	214,002
446 PATH	25,000	0	25,000	0	0	0	0
447	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
450 OTHER REVENUE							
451 Rental Income	84,712	4,020	80,692	0	0	0	0
452 Interest Income	0	0	0	0	0	0	0
453 In-Kind Donations	0	0	0	0	0	0	0
454 All Other Revenue	93,700	72,000	21,700	0	0	0	0
480 BBH							
481 Bur. of Behavioral Health	697,289	0	697,289	0	437,789	0	0
482 Other BBH	0	0	0	0	0	0	0
483	0	0	0	0	0	0	0
484	0	0	0	0	0	0	0
SUBTOTAL	10,602,063	114,520	10,487,543	3,689,325	739,741	200,019	3,869,626
500 General Management Allocation	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES	10,602,063	114,520	10,487,543	3,689,325	739,741	200,019	3,869,626

FY 2014 BUDGET

	ACT Team 114	Community Residence 122	Independent Housing 124	Other Mental Health 198	Other Non-BBH 199
400 PROG. SERV. FEES					
401 Net client fees	13,500	0	0	0	32,449
402 HMO's	0	0	0	0	0
403 BC/BS	1,550	0	0	0	5,850
404 Medicaid	672,557	343,392	0	0	73,685
405 Medicare	21,200	0	0	0	4,537
406 Other insurance	7,320	0	0	0	125,400
411 Other program fees	0	0	0	0	0
SUBTOTAL	716,127	343,392	0	0	241,921
420 PROG. SALES					
421 Production	0	0	0	0	0
422 Service	0	0	0	0	0
430 PUBLIC SUPPORT					
431 United Way	0	0	0	0	0
432 Local/County Government	0	0	0	50,000	0
433 Donations/Contributions	0	0	0	0	0
434 Bur. Developmental Services	0	0	0	0	0
435 Other public support	0	0	0	0	0
436 Div. Voc. Rehab.	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0
438 Div. for Children, Youth & Families	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0
440 FEDERAL FUNDING					
441 Block Grants	0	0	0	0	0
442	0	0	0	0	0
443	0	0	0	0	0
444 HUD	0	0	13,480	0	0
445 Other Federal Grants	0	0	0	237,020	0
446 PATH	25,000	0	0	0	0
447	0	0	0	0	0
448 MHSIP	0	0	0	0	0
450 OTHER REVENUE					
451 Rental Income	0	60,192	20,500	0	0
452 Interest Income	0	0	0	0	0
453 In-Kind Donations	0	0	0	0	0
454 All Other Revenue	0	4,900	3,600	0	13,200
480 BBH					
481 Bur. of Behavioral Health	129,500	0	0	130,000	0
482 Other BBH	0	0	0	0	0
483	0	0	0	0	0
484	0	0	0	0	0
SUBTOTAL	870,627	408,484	37,580	417,020	255,121
500 General Management Allocation	0	0	0	0	0
TOTAL PROGRAM REVENUES	870,627	408,484	37,580	417,020	255,121

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Emergency Services/ Assessment 104	Vocational Services 109	Multi-Service Team 113
600 PERSONNEL COSTS							
601 Salary & Wages	7,176,357	618,017	6,558,340	1,984,466	654,267	122,065	2,581,083
602 Employee Benefits	968,900	75,633	893,267	309,759	52,876	21,485	332,783
603 Payroll Taxes	517,609	44,869	472,740	142,172	48,405	8,653	186,071
SUBTOTAL	8,662,866	738,519	7,924,347	2,436,397	755,548	152,203	3,099,937
610 Client Wages	0	0	0	0	0	0	0
620 PROFESSIONAL FEES							
621 Substitute Staff	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0	0
625 Audit Fees	22,000	22,000	0	0	0	0	0
626 Legal Fees	30,600	30,600	0	0	0	0	0
627 Other Prof. Fees/Consultations	400,885	10,632	390,253	66,543	7,433	3,020	73,780
630 STAFF DEV & TRAINING							
631 Journals & Publications	1,947	152	1,795	623	106	43	670
632 In-Service Training	0	0	0	0	0	0	0
633 Conferences & Conventions	24,099	3,725	20,374	7,065	1,206	490	7,591
634 Other Staff Development	2,450	191	2,259	783	134	54	841
640 OCCUPANCY COSTS							
641 Rent	369,647	30,165	339,482	106,285	17,183	6,511	145,536
642 Mortgage (Interest)	0	0	0	0	0	0	0
643 Heating Costs	0	0	0	0	0	0	0
644 Other Utilities	98,803	7,041	91,762	23,711	4,011	1,520	33,969
645 Maintenance & Repairs	84,119	6,066	78,053	20,428	3,455	1,309	29,266
646 Taxes	8,247	0	8,247	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0	0	0
650 CONSUMABLE SUPPLIES							
651 Office	21,202	1,343	19,859	5,499	939	381	5,908
652 Building/Household	21,250	1,358	19,892	5,563	950	386	5,976
653 Educational/Training	0	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0
655 Food	47,900	1,670	46,230	6,842	1,168	475	7,350
656 Medical	17,909	492	17,417	2,014	345	140	2,164
657 Other Consumable Supplies	64,451	4,875	59,576	19,965	3,408	1,385	21,449
SUBTOTAL PAGE	9,878,375	858,829	9,019,546	2,701,718	795,886	167,917	3,434,437

FY 2014 BUDGET

600	PERSONNEL COSTS	ACT Team 114	Community Residence 122	Independent Housing 124	Other Mental Health 198	Other Non-BBH 199
601	Salary & Wages	565,758	344,859	4,034	119,741	182,067
602	Employee Benefits	79,582	65,325	669	16,465	14,323
603	Payroll Taxes	40,745	24,300	287	8,635	13,472
	SUBTOTAL	686,085	434,484	4,990	144,841	209,862
610	Client Wages	0	0	0	0	0
620	PROFESSIONAL FEES					
621	Substitute Staff	0	0	0	0	0
622	Client Evaluations/Services	0	0	0	0	0
624	Accounting	0	0	0	0	0
625	Audit Fees	0	0	0	0	0
626	Legal Fees	0	0	0	0	0
627	Other Prof. Fees/Consultations	11,187	9,183	94	216,987	2,026
630	STAFF DEV & TRAINING					
631	Journals & Publications	160	131	0	33	29
632	In-Service Training	0	0	0	0	0
633	Conferences & Conventions	1,815	1,490	15	375	327
634	Other Staff Development	201	165	3	42	36
640	OCCUPANCY COSTS					
641	Rent	14,656	40,490	128	4,199	4,494
642	Mortgage (Interest)	0	0	0	0	0
643	Heating Costs	0	0	0	0	0
644	Other Utilities	3,421	16,673	6,428	980	1,049
645	Maintenance & Repairs	2,947	15,111	3,796	837	904
646	Taxes	0	0	8,247	0	0
647	Other Occupancy Costs	0	0	0	0	0
650	CONSUMABLE SUPPLIES					
651	Office	5,414	1,160	12	292	254
652	Building/Household	1,430	5,023	12	295	257
653	Educational/Training	0	0	0	0	0
654	Production & Sales	0	0	0	0	0
655	Food	1,758	27,942	15	364	316
656	Medical	518	425	4	4,513	7,294
657	Other Consumable Supplies	7,131	4,210	43	1,062	923
	SUBTOTAL PAGE	736,723	556,487	23,787	374,820	227,771

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Emergency Services/ Assessment 104	Vocational Services 109	Multi-Service Team 113
Total Carried Forward	9,878,375	858,829	9,019,546	2,701,718	795,886	167,917	3,434,437
700 Advertising	13,499	976	12,523	3,996	682	277	4,293
710 Printing	12,300	960	11,340	3,932	671	273	4,225
720 Telephone/Communication	150,802	11,514	139,288	47,156	8,050	3,271	50,661
730 Postage/Shipping	16,100	1,257	14,843	5,147	879	357	5,530
740 TRANSPORTATION							
741 Board Members	0	0	0	0	0	0	0
742 Staff	266,608	13,140	253,468	125,647	3,077	11,197	77,800
743 Clients	11,782	0	11,782	2,920	0	0	1,810
744 Delivery Products	0	0	0	0	0	0	0
750 ASSIST. TO INDIVIDUALS							
751 Client Services	0	0	0	0	0	0	0
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	97,920	7,644	90,276	31,305	5,344	2,171	33,631
762 Vehicles	3,950	0	3,950	580	0	0	500
763 Comprehensive, Property & Liability	43,798	3,263	40,535	13,364	2,281	927	14,357
800 OTHER EXPENDITURES							
801 Interest Expense (other than Mortgage Interest)	6,500	6,500	0	0	0	0	0
802 In-Kind Expense	0	0	0	0	0	0	0
803 Depreciation, Equipment	20,777	2,137	18,640	2,139	1,495	608	9,411
804 Depreciation, Building	0	0	0	0	0	0	0
805 Equipment Rental	38,501	3,005	35,496	12,309	2,101	854	13,223
806 Equipment Maintenance	2,351	183	2,168	751	128	52	807
807 Membership Dues	7,500	585	6,915	2,398	409	166	2,576
810 Other Expenditures	31,300	968	30,332	14,233	677	275	4,259
TOTAL EXPENSES	10,602,063	910,961	9,691,102	2,967,595	821,680	188,345	3,657,520
900 Administrative Allocation	0	(796,441)	796,441	243,815	67,508	15,474	300,498
TOTAL PROGRAM EXPENSES	10,602,063	114,520	10,487,543	3,211,410	889,188	203,819	3,958,018
SURPLUS/(DEFICIT)	0	0	0	477,915	(149,447)	(3,800)	(88,392)
Total Revenue - Total Expense (line 49 - 115)							

FY 2014 BUDGET

	ACT Team 114	Community Residence 122	Independent Housing 124	Other Mental Health 198	Other Non-BBH 199
Total Carried Forward	736,723	556,487	23,787	374,820	227,771
700 Advertising	2,027	843	8	212	185
710 Printing	1,011	829	8	209	182
720 Telephone/Communication	15,415	9,945	102	2,507	2,181
730 Postage/Shipping	1,322	1,085	11	274	238
740 TRANSPORTATION					
741 Board Members	0	0	0	0	0
742 Staff	27,800	3,228	21	2,871	1,827
743 Clients	1,810	4,862	0	380	0
744 Delivery Products	0	0	0	0	0
750 ASSIST. TO INDIVIDUALS					
751 Client Services	0	0	0	0	0
752 Clothing	0	0	0	0	0
760 INSURANCE					
761 Malpractice & Bonding	8,043	6,602	68	1,664	1,448
762 Vehicles	500	2,370	0	0	0
763 Comprehensive, Property & Liability	3,433	2,818	2,027	710	618
800 OTHER EXPENDITURES					
801 Interest Expense (other than Mortgage Interest)	0	0	0	0	0
802 In-Kind Expense	0	0	0	0	0
803 Depreciation, Equipment	2,251	1,847	19	465	405
804 Depreciation, Building	0	0	0	0	0
805 Equipment Rental	3,162	2,597	27	655	568
806 Equipment Maintenance	193	158	4	40	35
807 Membership Dues	616	506	5	128	111
810 Other Expenditures	1,018	836	8,640	211	183
TOTAL EXPENSES	805,324	595,013	34,727	385,146	235,752
900 Administrative Allocation	66,164	48,886	2,853	31,874	19,369
TOTAL PROGRAM EXPENSES	871,488	643,899	37,580	417,020	255,121
SURPLUS/(DEFICIT)	(861)	(235,415)	0	0	0
Total Revenue - Total Expense (line 49 - 115)					



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2013

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

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

PRODUCER
Fred C. Church, Inc.
41 Wellman Street
Lowell, MA 01851
(800) 225-1865

CONTACT NAME: Jacqueline Normandin, CIC

PHONE (A/C No. Ext): 978 3227287

FAX (A/C No): (978) 454-1865

E-MAIL ADDRESS: jnormandin@fredchurch.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Markel American Insurance Company

28932

INSURER B: Technology Insurance Company, Inc.

42376

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Seacoast Mental Health; Seacoast Mental Health Center, Inc.

1145 Sagamore Avenue
Portsmouth, NH 03801

COVERAGES

CERTIFICATE NUMBER: 24944

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			8502SS322326	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
A	AUTOMOBILE LIABILITY			1002SS322358	3/1/2013	3/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			4602SS322327	3/1/2013	3/1/2014	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 5,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TWC3347218	3/1/2013	3/1/2014	WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			8502SS322326	3/1/2013	3/1/2014	Professional Liability Limit \$1,000,000 per occurrence \$3,000,000 annual aggregate

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

CERTIFICATE HOLDER

Department of Health & Human Services Bureau of Behavioral Health Attn: Sandy Lawrence
105 Pleasant Street Hugh Gallon Office Park South
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Client # 3334 Mst # 24944

Cert Holder # 5107

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ACORD 25 (2010/05)

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Budget Form

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

Bidder/Program Name: Seacoast Mental Health Center, Inc

Budget Request for: Community Mental Health Services

(Name of RFP)

Budget Period: July 1, 2013-June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 6,558,340.00	\$ 618,017.00	\$ 7,176,357.00	Direct Charges/Form B
2. Employee Benefits	\$ 1,366,007.00	\$ 120,502.00	\$ 1,486,509.00	Direct Charge
3. Consultants	\$ 284,053.00	\$ 10,632.00	\$ 294,685.00	Direct Charge
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 35,496.00	\$ 3,005.00	\$ 38,501.00	Direct Charge/FTE/Square
Repair and Maintenance	\$ 2,168.00	\$ 183.00	\$ 2,351.00	Footage
Purchase/Depreciation	\$ 18,640.00	\$ 2,137.00	\$ 20,777.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 17,417.00	\$ 492.00	\$ 17,909.00	Direct/ FTE
Office	\$ 79,435.00	\$ 6,218.00	\$ 85,653.00	Direct/FTE
6. Travel	\$ 265,249.00	\$ 13,140.00	\$ 278,389.00	Direct
7. Occupancy	\$ 583,667.00	\$ 46,300.00	\$ 629,967.00	Direct/Square Footage/Location
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 139,288.00	\$ 11,514.00	\$ 150,802.00	FTE
Postage	\$ 14,843.00	\$ 1,257.00	\$ 16,100.00	Direct/FTE
Subscriptions	\$ 1,795.00	\$ 152.00	\$ 1,947.00	Direct/FTE
Audit and Legal	\$ -	\$ 52,600.00	\$ 52,600.00	Administration
Insurance	\$ 134,761.00	\$ 10,907.00	\$ 145,668.00	Direct/FTE
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ 106,200.00	\$ -	\$ 106,200.00	Direct/FTE
10. Marketing/Communications	\$ 23,863.00	\$ 1,936.00	\$ 25,799.00	Direct/FTE
11. Staff Education and Training	\$ 22,633.00	\$ 3,916.00	\$ 26,549.00	Direct/FTE
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ 37,247.00	\$ 8,053.00	\$ 45,300.00	Direct/FTE
Fees & Licenses, Staff Dues for Hospitals,	\$ -	\$ -	\$ -	
Condo Fees, Springbrook, Recreations Activities	\$ -	\$ -	\$ -	
Children's Programs, Interest on Line of Credit.	\$ -	\$ -	\$ -	
TOTAL	\$ 9,691,102.00	\$ 910,961.00	\$ 10,602,063.00	

Indirect As A Percent of Direct

9.4%

Region VIII
Seacoast Mental Health Center, Inc.

Communities Served:

Brentwood
Deerfield
East Kingston
Epping
Exeter
Fremont
Greenland
Hampton
Hampton Falls
Kensington
Kingston
New Castle
Newfields
Newington
Newmarket
North Hampton
Northwood
Nottingham
Portsmouth
Raymond
Rye
Seabrook
South Hampton
Stratham

Community Mental Health Center

Establishment Dates

Region I

Northern Human Services
87 Washington Street
Conway NH 03818
03-03-71

Region II

West Central Services, Inc.
DBA West Central Behavioral Health
2 Whipple Place, Suite 202
Lebanon NH 03766
06-06-85
02-05-01
trade name

Region III

The Lakes Region Mental Health Center, Inc.
DBA GENESIS – Behavioral Health
111 Church Street
Laconia NH 03246
07-14-69
5-26-00
trade name

Region IV

Riverbend Community Mental Health, Inc.
5 Market Lane, PO Box 2032
Concord NH 03302-2032
03-25-66

Region V

Monadnock Family Services
64 Main Street, Suite 301
Keene NH 03431
03-05-24

Region VI

Community Council of Nashua, NH
DBA Greater Nashua Mental Health Center at
Community Council.
7 Prospect Street
Nashua NH 03060-3990
12-24-23
10-21-08
trade name

Harbor Homes, Inc.
45 High Street
Nashua NH 03060
02-15-80

Region VII

The Mental Health Center of Greater Manchester
401 Cypress Street
Manchester NH 03103-3628
10-17-60

Region VIII

Seacoast Mental Health Center, Inc.
1145 Sagamore Avenue
Portsmouth NH 03801
01-21-63

Region IX

Behavioral Health and Developmental Services
of Strafford County, Inc.
DBA Community Partners of Strafford County
Forum Court, 113 Crosby Road, Suite 1
Dover NH 03820
09-24-82
10-27-03
trade name

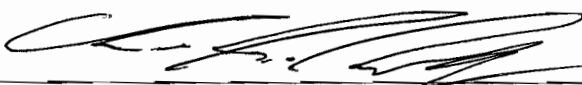
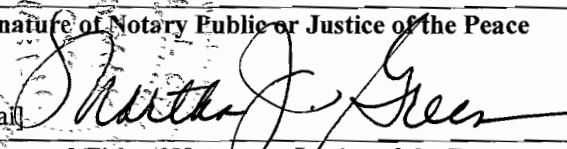
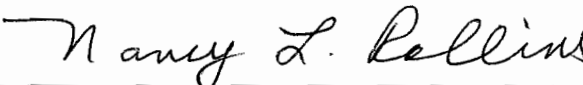
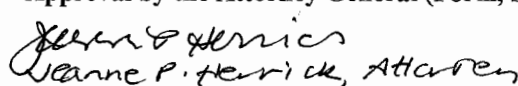
Region X

Mental Health Center for Southern NH
CLM Center for Life Management
44 Stiles Road
Salem NH 03079
05-06-81
10-27-99
non-profit

Subject: To Provide Mental Health Services**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH DHHS-Division of Community Based Services Bureau of Behavioral Health		1.2 State Agency Address 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County		1.4 Contractor Address 113 Crosby Road, Suite 1 Dover, NH 03820	
1.5 Contractor Phone Number 603-742-0630	1.6 Account Number Various State Accounts. See List in Exhibit B.	1.7 Completion Date 06-30-14	1.8 Price Limitation \$470,398
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christopher Roundy, President	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Strafford</u> On <u>5/4/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Martha J. Green, Notary		Commission Expires <u>3/4/14</u>	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs	
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)			
By:  Jeanne P. Herrick, Attorney		On: <u>27 May 2013</u>	
1.18 Approval by the Governor and Executive Council			
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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

CERTIFICATE OF VOTE

I, Ann Landry, do hereby certify that:

1. I am the duly elected Clerk of Behavioral Health & Developmental Services of Strafford County, Inc.
DBA Community Partners of Strafford County
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 8, 2013.

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

To Provide: Mental Health Services

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 9, 2013.

4. Christopher Roundy is duly elected President of the Corporation.

(Seal)
(Corporation)

Ann Landry
(Signature of Board Secretary)

State of New Hampshire

County of Strafford

The foregoing instrument was acknowledged before me this 8th day of May, 2013

by Ann Landry.

Martha J. Green
Name: Martha J. Green

Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: 3/4/2014

EXHIBIT A

SCOPE OF WORK

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.

The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. BEHAVIORAL HEALTH SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- C. The Contractor shall provide services in accordance with the service projections set forth on the statistical pages immediately following Exhibit A. These service projections are based upon the needs of its consumers, taking into account the Contractor's caseload, available staffing and other resources, including the State funds that the Contractor expects to receive for the services to be performed under this Agreement.
- D. For all consumers eligible under He-M 401 that the Contractor has case management responsibilities for, the Contractor agrees to assure that applications for all appropriate sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Public Housing, and Section 8 subsidies are filed in a timely fashion.
- E. The Contractor agrees to make Illness Management and Recovery (IMR) services and evidence-based Supported Employment (SE) services available to eligible consumers. The Contractor may also offer complementary employment programs in conjunction with the evidence-based Supported Employment program.

II. TRANSITION TO MANAGED CARE

- A. All Medicaid billings for services provided to consumers who are enrolled members of a Managed Care Organization (MCO), shall be submitted to the MCO upon the Effective Date of Coverage with the MCO.
- B. The role of community mental health program 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 community mental health program 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.
- C. 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 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.

CR
5/9/13

- D. In the event that the Medicaid program in New Hampshire is transitioned, in whole or in part, during the period in which this Contract is in effect such that some of all of the services required to be provided by the Contractor are provided to consumers who are then enrolled as members of an MCO, the Contractor and BBH agree, upon the request of either party, to meet and discuss in good faith whether there are any provisions of the Contract which reasonably ought to be deleted or amended in order to accommodate the new service and reimbursement environment in which the parties may find themselves.

III. PROVISION OF QUALITY SERVICES

- A. The Contractor agrees that it will 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 BBH within timeframes reasonably specified by BBH in order to ensure the efficient and effective administration of the Medicaid program.
- B. As part of the effort to ensure quality services, BBH conducts annual reviews to ascertain that eligibility has been properly determined in accordance with He-M 401, "Eligibility Determination and Individual Service Planning." In the event that the annual review finds that 75% of the records examined are in compliance with the eligibility requirements of He-M 401, BBH shall refrain from conducting a review of eligibility determinations in the next year. Eligibility reviews will be conducted in the subsequent year. BBH will conduct such other quality assurance reviews, as it deems necessary and appropriate.
- C. The Contractor agrees to submit to BBH data needed by BBH to comply with federal reporting requirements within timeframes reasonably specified by BBH.
- D. In regard to the data required for the Phoenix system:
1. Monthly data shall be in the .csv format and shall be submitted on the 15th of each month unless otherwise agreed to by BBH.
 2. Errors in data returned by BBH to the Contractor shall be corrected and returned to BBH.
 3. Data shall be current and updated as required for federal reporting.
 4. For the purpose of data submitted for the Phoenix data system, the contractor agrees for the following fields that the error rate (invalid codes, Unknowns, nulls) shall not exceed 20% of the total records. An error rate in excess of 20% shall not constitute an event of default. In the event of an error rate of greater than 20%, the contractor shall submit a correction plan to show how improvements will be made to the fields listed below.
 - a. Race
 - b. Ethnicity
 - c. Employment status
 - d. Living status
 - e. Criminal justice data
 - f. School attendance data
- E. In order to achieve positive consumer outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services, and who are responsible for completing the eligibility determination process as specified in He-M 401, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a children's clinician, and the Adult Needs and Strengths Assessment (ANSA) if they are an adult clinician.
1. Clinicians shall be certified in the use of the New Hampshire version of the CANS and the ANSA within 120-days of implementation by the DHHS of a web-based training and certification system.
 - a. The CANS and the ANSA assessment shall be completed by the community mental health clinician no later than the first annual review for the consumer following clinician certification.
 - b. The community mental health eligibility determination tool, as specified in He-M 401, and in effect on July 1, 2012, shall continue to be utilized by the clinician until such time as the Department of Health and Human Services implements web-based access to the

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CANS and the ANSA, the clinician is certified in the use of the CANS and the ANSA, and the annual review date has passed.

2. The CANS and the ANSA assessment shall be completed at least every three (3) months to document progress towards goals and objectives and any continued need for community mental health services.
 - a. Completion of the CANS or ANSA assessment shall fulfill the quarterly review requirements as defined in He-M 408 and He-M 401.
 - b. The CANS and the ANSA shall be utilized to develop an individualized, person-centered treatment plan, with measurable outcomes to inform future modifications to the individualized service plan.
- F. The percentage of Individualized Recovery and Resiliency Services (IROS) Medicaid billings, as specified in He-M 426, to all other community mental health services Medicaid billings shall, at a minimum, be maintained at their current regional levels. IROS services include the following: Individual and Group Functional Support Services (FSS), Illness Management and Recovery (IMR), and Evidence Based Supported Employment (EBSE). The Contractor, however, shall not be in breach of this provision if its failure to maintain the ratio of billings at the current level is due to the MCO taking a rate or utilization action which materially impairs the Contractor's ability to do so.
- G. In order to measure Consumer and Family Satisfaction, BBH shall contract with a private vendor during fiscal year 2014 to assist the Contractor and BBH with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction.
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor.
 3. The Contractor will support the efforts of BBH and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by BBH to explain the survey and otherwise support attempts by BBH to increase participation in the survey.
- H. 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. Children age 12 and older will be screened through administration of CRAFFT (Car, Relax, Alone, Forget, Friends, Trouble), and Adults will be screened through the administration of AUDIT (Alcohol Use Disorders Identification Test) and DAST (Drug Abuse Screening Test) instruments or other instrument(s) approved by BBH. The performance standard for fiscal year 2013 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual BBH Quality Assurance and Compliance Review.

IV. MAINTENANCE OF FISCAL INTEGRITY

- A. In order to enable BBH to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Balance Sheet and Profit and Loss Statements for the agency and all related parties that are under the Parent Corporation of the mental health provider organization. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
 1. Days of Cash on Hand:
 - a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period.
 - c. Performance Standard: The Contractor shall have enough cash and cash equivalents to

cover expenditures for a minimum of fifteen (15) business days with no variance allowed.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.:1.0. with no variance allowed.

3. Medicaid Days in Accounts Receivable:

- a. Rationale: Medicaid is the primary payor for most CMHCs. The number of days it takes to collect this revenue has a major impact on the Contractor's ability to meet expenses.
- b. Definition: The number of days (on average) it takes the Contractor to collect Medicaid.
- c. Formula: Total Medicaid accounts receivable (including those due from Medicaid Managed Care Organizations) divided by net Medicaid charges divided by the number of days in the reporting period.
- d. Source of Data: The Contractor shall submit to BBH monthly, a breakdown of accounts receivables within their balance sheet, and net Medicaid charges on the profit & loss statement.
- e. Performance Standard: The Contractor shall maintain a standard maximum of forty (40) days with a 20% variance allowed.

4. Debt Service Coverage Ratio:

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

5. Net Assets to Total Assets:

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

B. In any budget submitted to BBH for purposes of contract approval, the Contractor agrees to limit administrative costs to 12% or less of the total program expenses.

C. For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement," "State Funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include all state general funds, including the State's share of Medicaid, provided to the Contractor, as well as all federal grant funds allocated by BBH to the provider, along with any prior years' state and/or federal funds deferred to the current year with BBH approval.

V. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

A. The community mental health program shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital to assist in the coordinated discharge planning for the consumer to

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either return to services in the community or offer services at the local community mental health program.

- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon receipt of notification of the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The community mental health program shall work with DHHS to review cases of consumers that New Hampshire Hospital, and/or the community mental health program has indicated will have difficulty returning back into the community, identify barriers to discharge, and develop an appropriate plan to transition back into the community.
- D. The community mental health program shall make a face-to-face appointment available to a consumer leaving New Hampshire Hospital who desires to reside in the region served by the community mental health program 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.

VI. COORDINATION WITH PRIMARY CARE PROVIDER

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

VII. REDUCTION OR SUSPENSION OF FUNDING

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

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VIII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph VII. above, prior to the elimination of or a significant reduction in a program which delivers services contracted by BBH (as reflected in the statistical pages immediately following Exhibit A), and paid for, in whole or in part, by State Funds, the Contractor shall provide BBH with at least thirty (30) days written notice with an explanation of the programmatic and financial impact. The Contractor and BBH 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. In the event that BBH is not in agreement with such elimination or reduction prior to the proposed effective date, BBH may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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) day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided. The Contractor shall not redirect Medicaid 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, BBH shall control the expenditure of the unspent Medicaid funds.

IX. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- A. The Contractor shall assist the Pre-Admission Screening and Resident Review (PASRR) Office of the NH Department of Health and Human Services in meeting the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the PASRR Office and with the appropriate authorization to release information, the Contractor shall provide the PASRR Office with 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. The Contractor may bill Medicaid, and the PASRR Office may approve payment, for activities related to the PASRR process.

X. EMERGENCY SERVICES

- A. The Contractor shall use Emergency Services funds to offset the cost of providing Emergency Services to individuals with no insurance.

XI. ASSERTIVE COMMUNITY TREATMENT (ACT) TEAM SUPPORT FUNDS

- A. **General Requirements:** General Funds in the amounts identified in Exhibit B are to be used for the design and sustaining of an Assertive Community Treatment team (ACT). This includes, but is not limited to, the recruitment, hiring, and training of staff, supervision, start-up costs for a new program such as office materials, and non-billable time spent by staff creating an environment to help the program succeed within the community. These funds may also be used to support ACT clients in their community to prevent hospitalization, incarceration, or homelessness.
- B. **7-Days Per Week Coverage:** Additional funding is being made available to the Contractor to increase the availability of one of the Contractor's Assertive Community Treatment team's coverage to 7-days per week. The Contractor will ensure weekend coverage is prioritized to meet the following deliverables for a minimum of 8 hours on Saturday and 8 hours on Sunday, with the specific hours to be determined by the Contractor:
1. Crisis intervention for individuals who may be in crisis and need a crisis evaluation and development of a disposition plan appropriate to the individual's needs by the ACT Team;

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2. Follow-up services in the community for individuals that the treatment team has determined need services provided over the weekend due to the clinical needs of the individual;
 3. Support and/or community based services for individuals who are being discharged from a hospital or other inpatient setting and returning to the community over the weekend.
- C. Contractors establishing a new ACT Team for FY14 shall utilize the additional funding to ensure the new ACT Team meets the criteria detailed above.
- D. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XII. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) SERVICES

- A. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

XIII. EMPLOYMENT DEVELOPMENT INITIATIVE (EDI)

- A. Funds will be used to offset lost productivity for CMHC staff to attend trainings in Supported Employment, an evidence-based practice designed to improve employment opportunities for people with mental illness. The goal will be to improve employment outcomes for clients of the agencies designated to receive these funds.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XIV. NH MEDICAID WELLNESS INCENTIVE PROGRAM (WIP)

- A. The Contractor is a project site in a 5-year grant awarded to the NH Bureau of Behavioral Health by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (WIP) "Healthy Choices, Healthy Changes".
- B. WIP is an intervention supporting exercise, improved nutrition, and smoking cessation, with mentoring and incentives to improve cardiac and metabolic health in clients of the NH Community Mental Health Center (CMHC) system.
- C. WIP will build upon and benefit from the existing infrastructure of the In SHAPE health promotion program established in 2004 for people with SMI at risk of cardiovascular disease.
- D. WIP will offer four (4) "Supported Weight Management" programs":
1. Gym Membership;
 2. In SHAPE (includes gym membership);
 3. Weight Watchers; and
 4. In SHAPE and Weight Watchers.
- E. WIP will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- F. WIP will offer three (3) "Supported Smoking Cessation" programs:
1. Prescriber Referral and Telephone Cognitive Behavior Therapy;
 2. Prescriber Referral and Facilitated Use of Quit line; and
 3. Prescriber Referral alone.

- G. Incentives Counselors (ICs) will be employed by Dartmouth to:
 - 1. Promote access to the WIP program;
 - 2. Help participants make decisions about health behavior changes; and
 - 3. Encourage the use of incentives.
- H. The Contractor will establish an In SHAPE program, necessary for offering WIP. This includes:
 - 1. Negotiating partnerships with community fitness facilities (gyms and other facilities that promote fitness and health);
 - 2. Hiring Health Mentors (see number of FTE's in Exhibit B): certified fitness trainers who provide the In SHAPE program; and
 - 3. They will also participate in the hiring of an Incentives Counselor, who will be employed by the Dartmouth Center for Aging Research, but will administer the WIP program at the CMHC.
- I. The Contractor will provide space in the offices of the CMHC that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- J. The Contractor will devise and implement a plan to provide transportation assistance to WIP participants, as specified and funded in the grant.
- K. The Contractor will also identify a project site WIP Leader who will work with members of the WIP implementation and evaluation teams at the Bureau of Behavioral Health and Dartmouth to ensure that the project is progressing, as required by the grant.
- L. The CMHCs will partner with WIP project members at BBH and the Dartmouth Center for Aging Research to recruit and enroll a total of:
 - 1. 1,600 CMHC clients eligible for Medicaid in the weight management programs statewide;
 - 2. 2,000 CMHC clients eligible for Medicaid in the smoking education and cessation programs statewide.
- M. The Contractor will provide the information needed for required reporting to CMS, as requested by WIP project members at BBH and the Dartmouth Center for Aging Research.

XV. DATA INFRASTRUCTURE GRANT (DIG)

- A. BBH funding for any CMHC data infrastructure projects or activities is dependent upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. Agencies should seek approval from BBH before planning to use or committing any DIG or federal data infrastructure funds.
- C. Activities that may be funded:
 - 1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines, or
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime), or
 - c. Software and/or training purchased to improve Phoenix data collection, or
 - d. Staff training for collecting new data elements.
 - 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
 - 1. Progress Reports received by BBH according to prior agreement with agencies will:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings, and
 - c. Include progress to meet anticipated deadlines as specified.
 - 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from CMHC IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and

- c. CMHC may request other payment schedule based on documented need.

XVI. BALANCING INCENTIVE PROGRAM (BIP)

- A. The Balancing Incentive Program (BIP) federal funds are available to enhance the capacity of the Community Mental Health Centers through trainings to serve adults with Severe Mental Illness (SMI) and children with Serious Emotional Disturbance (SED). The trainings supported by this agreement involve unique specialized service models and tools that will improve the core competencies of provider staff to utilize practices that are proven successful in improving outcomes for individuals served and keeping those in need of behavioral health long-term services and supports in their communities and out of institutions.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

FY14 Region 9 Exhibit A (DCYF,ACT,ES,EDI,MIPCD,DIG,BIP)

FY14 SCOPE OF SERVICE REPORT

AGENCY: Behavioral Health & Developmental Services of Strafford County, Inc.

DATE PREPARED: 4/15/13

PREPARED BY: CHRISTOPHER D. KOZAK

Type	Cost Center Number	PROGRAM NAME	PHOENIX INPUT AGENCY NUMBER(S)	Location	CASELOAD/CAPACITY	SUBCONTRACTED YES / NO / PARTIALLY	START DATE	DATE OF SERVICE COMPLETION
CHILDREN/ADOLESCENTS	101	Youth & Family	191, 193, 195, 291, 293, 295, 411	50 Chestnut Street, Dover 25 Old Dover Road, Rochester Community Based Locations	500	No		
OLDER ADULT SERVICES	102	Older Adults	891, 893, 895, 433	50 Chestnut Street, Dover 25 Old Dover Road, Rochester Community Based Locations	100	No		
EMERGENCY SERVICES/ ASSESSMENT	104	Emergency Services	104, 108	50 Chestnut Street, Dover 25 Old Dover Road, Rochester Community Based Locations	N/A	No		
SERVICES TO NON-ELIGIBLES	112	Non-eligible Services	107, 115, 501, 415, 425	50 Chestnut Street, Dover 25 Old Dover Road, Rochester	275	No		
MULTI-SERVICE TEAM	113	CSP / ICS	591, 593, 595, 691, 693, 695, 791, 793, 795, 422	50 Chestnut Street, Dover 25 Old Dover Road, Rochester Community Based Locations	435	No		
ACT TEAM	114	ACT Team	TBD	50 Chestnut Street, Dover 25 Old Dover Road, Rochester Community Based Locations	30	TBD		
OTHER (NON-BBH)	199	HUD MD Contracts REAP	803, 805, 809, 400, 699	50 Chestnut Street, Dover 25 Old Dover Road, Rochester Community Based Locations	N/A	N/A	N/A	N/A

Part IIA: Services to Adults in State Supported Programs Number of Clients Served

Community Partners of Stafford County

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

(ALL numbers	100	102	103	104 Emerg. Svc.	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non-Eligibles	113 Multi Service Team	114 ACT Team	*Unduplic ated Totals
Cumulative YTD)	Maint	Older Adults	Intake	Assessm ent										
1) Unduplicated number of SPMI clients served in program		65		50								413	15	531
2) Unduplicated number of SMI clients served in program		5		36								231	15	278
3) Unduplicated number of low utilizer served in program		4		1								21		25
4) Unduplicated number of non eligible adult clients served in program				371							774			968
5) TOTAL unduplicated number served in program YTD (add #'s 1-4)	0	74	0	458	0	0	0	0	0	0	774	665	30	1802

*Total of Adults for all Agency services,
including those who may receive only
housing services in PART IIIA

Units/Days of Service

FY2014 4th Quarter

Reporting Period (year/quarter)

Region 9 Statistics Qtr 4 FY14.xls

Part IIC: Services to **Children** in State Supported Programs
Number of **Children** Served

Community Partners of Stafford County
Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

(ALL numbers	100	101	103	104 Emerg. Assessme nt	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non- Eligibles	113 Multi Service Team	114 ACT Team	*Unduplic ated Totals
Cumulative YTD)	Maint	Children	Intake											
1) Unduplicated number of children SED		338		16					Do			50		352
2) Unduplicated number of children SED Interagency		447		109					No			57		587
3) Unduplicated number of non eligible children									t					
4) TOTAL unduplicated number served in program YTD(add #'s 1-3)		23		94					Use		27			107
*Total of Children for all Agency services, including those who may receive only housing services in PART IIIA	0	808	0	219	0	0	0	0	0	0	27	107	0	1046

Part IID: Services to Children in State Supported Programs Units/Days of Service

Community Partners of Strafford County

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

	100	101	103	104 Emerg. Svcs.	106	107	108	109	110	111	112	113	114	Totals
(All Numbers Cumulative YTD)	Maint	Children	Intake	Assessme nt	Brief / DRF	IPH	RPH	Voc	Case Mgt.	Social Club Peer/Supp.	Services to Non- Eligibles	Multi Service Team	ACT Team	
1) Units of service to children SED		23069		87	U	U	U		Do			239		U 23395
					H	H	H							H 0
					D	D	D							D 0
2) Units of service to children SED interagency		41703		109	U	U	U		No			345		U 42157
					H	H	H							H 0
					D	D	D							D 0
3) Units of service to Non-Eligible Children		403		353	U	U	U		t		204			U 960
					H	H	H							H 0
					D	D	D		U					D 0
4) TOTAL services (add #s 1-3)	0	65175	0	549	U	U	U	0	0	0	204	584	0	U 66512
					H	H	H	0						H 0
					D	D	D	0						D 0
5) Average daily census in program														

NOTE: Brief / DRF: Report Clinical units in top and patient days in the bottom of block.
IPH and RPH: Units top, Half day middle, Full days bottom. For all other cost centers
report units only in the Top Block.

Part IIE: Specialized Units of Services to Adults and Children

Community Partners of Stafford County
Name of Agency

FY2014 4th Quarter
Reporting Period (year/quarter)

ADULTS

(ALL Numbers Cumulative YTD)

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
95,579	3,277	14	77,595

1) Units of service to SPMI

11,327	813	6	5,097

2) Units of service to SMI

522	117		65

3) Units of service to Low Utilizer

8,736

4) Units of service to Non-Eligible

CHILDREN

(ALL Numbers Cumulative YTD)

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
21,728	338	408	10,220

5) Units of service to SED

39,994	815	784	21,493

6) Units of service to SED I/A

7) Units of service to OTHER

NOTE: Case Management-Direct is face-to-face or telephone communication with the eligible client and/or guardian.
Case Management Indirect is all other Targeted Case Management billable activity.

Lines 1-4: Units of service to Adult SPMI (Line 1), SMI (Line 2), Low Utilizers (Line 3), Non-Eligible (Line 4). Lines 5-7: Units of service to Children SED (Line 5), SED I/A (Line 6), Other (Line 7).

NOTE: To define Medicaid billable units, use Medicaid billable units in fifteen (15) minute increments. With regard to event-based billing, provide the actual number of fifteen (15) minute units rendered and documented in the record. For example, a comprehensive med check is an event based code, but may take thirty (30) minutes [two (2) units] of time. We would expect you to report two (2) units, not one (1) event. With regard to per diem FSS, we would expect you to report total direct care FSS units delivered by residential staff, rather than one (1) per diem event.

PART IIIA: Program Information - Clients Served

Community Partners of Stafford County

Name of Agency

FY2014 4th Quarter
Reporting Period (year/quarter)

Community Residence
(by location)

	116	118	122	222	322	422	C.R. Total	Supportive Living	Supportive Living	Independent Housing	Total for All Housing
	Crisis/Respite	APRTP	#1	#2	#3	#4					
Number served YTD											
1) SPMI							0				
2) SMI							0				
3) Low Utilizer							0				
4) Non Eligible Adults							0				
5) Children SED							0				
6) Children SED Interagency							0				
7) Non-Eligible Children							0				
8) Total Unduplicated numbers served YTD (Please enter your unduplicate totals)											
9) Number of Clients/ beginning of quarter							0				
10) Number of Admissions/ current quarter							0				
11) Number discharged/ current quarter							0				
12) Number of clients in residence at end of current quarter							0				

PART IIIB: Program Information: Potential/Total Client Days

Community Partners of Strafford County

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

Community Residence (by location)

	116 Crisis/ Respite	118 APRTP	122 #1	222 #2	322 #3	422 #4	C.R. Total	123 Supportive Living	223 Supportive Living	124 Independent Housing	Total
1) Number of locations							0				0
2) Number of beds available							0				0
3) Potential Client Days YTD	D						0	D			0
Client Days YTD											
4) SPMI	U						0	U			0
	D						0	D			0
5) SMI	U						0	U			0
	D						0	D			0
6) Low Utilizer	U						0	U			0
	D						0	D			0
7) Non Eligible Adults	U						0	U			0
	D						0	D			0
8) Children SED	U						0	U			0
	D						0	D			0
9) Children SED Interagency	U						0	U			0
	D						0	D			0
10) Non -Eligible Children	U						0	U			0
	D						0	D			0
11) Total Days/Units YTD (add #'s 4-10)	U 0	0						U 0	0		0
	D 0	0	0	0	0	0	0	D 0	0		0

(FSS Units on top, client days on bottom for Crisis/Respite & APRTP. Supportive Living & Independent Housing report Units only as we will be able to determine days from Phoenix. For Community Residence report day only)

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A. Of the Price Limit in Block 1.8. of the General Provisions, the funds for services shall be governed by the provisions of Exhibits A, B, C, D, E, F, G, H, I and J. In no event shall the total of initial and monthly payments exceed the maximum Price Limitation in Block 1.8. of the General Provisions of this Agreement. Upon written notice to the Contractor, BBH may reduce State funds allocated under this Agreement as necessary for BBH to meet its obligations reflected in the final FY14 budget appropriation for BBH by the New Hampshire General Court.

2. The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s).

3. For the purpose of billing, a Unit of Service is a period of time during which services are rendered. Where units refer to a specific length of time, units are reimbursed in whole units and time of services is rounded to the nearest whole unit. Unless otherwise stated in rules, fifteen-minute units are reimbursed as follows:

DIRECT SERVICE TIME	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

4. A Day of Service shall mean a 24-hour period for a resident either in a Designated Receiving Facility or Housing Services.

5. A minimum of eight (8) units of service shall be provided to each consumer per half day of program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization and a minimum of twelve (12) units of service shall be provided to each consumer per program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization.

6. All reports required pursuant to this Agreement are due to BBH within timeframes specified by BBH. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period.

7. The following Program funds shall only be expended by the Contractor as directed by the BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Division for Children Youth and Families Consultation	1,770
Emergency Services	98,026
Medicaid Incentive for the Prevention of Chronic Disease	154,602
Assertive Community Treatment Team	104,500
Balancing Incentive Program	100,000
Data Infrastructure Grant	10,000
Employment Development Initiative	1,500
Total	\$470,398

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8. The amount of funding listed in the table above for Emergency Services reimbursement is provisional. In the event that Medicaid Expansion occurs in New Hampshire under the Affordable Care Act, BBH may reduce this amount proportionately. In the event that BBH proposes to do so, the Contractor shall be notified by BBH no less than thirty (30) days in advance of any proposed reduction and given an opportunity to discuss the magnitude and/or the timing thereof.

9. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

10. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH may make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. Monthly payments shall be adjusted for expenditures set forth in Paragraph 8. above and amounts paid to initiate services.

11. BBH 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.

12. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.

13. This Agreement is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$204,296

Federal Funds: \$266,102

CFDA #: 93.243
Federal Agency: U.S. Department of Health and Human Services
Program Title: Special Initiative for State Mental Health Authorities to Address the Impact of the Economic Downturn through Employment Development (EDI)
Amount: \$1,500

CFDA #: 93.243
Federal Agency: U.S. Department of Health and Human Services
Program Title: NH Mental Health Data Infrastructure Quality Improvement Project (DIG)
Amount: \$10,000

CFDA #: 93.536
Federal Agency: U.S. Department of Health and Human Services
Program Title: Medicaid Incentives for Prevention of Chronic Diseases (MIPCD)
Amount: \$154,602

CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services
Program Title: Balancing Incentive Program (BIP)
Amount: \$100,000

14. List of State account numbers as referenced in Block 1.6. of the General Provisions form P37:

05-95-92-920010-5945-102

05-95-42-403010-2958-550

05-95-92-920010-1858-502

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05-95-92-920010-2087-102
05-95-92-920010-7851-102
05-95-49-490510-2985-102

FY14 EXHIBIT B CMHC Region 9

Contractor Initials: LOT
Date: 5/9/13

EXHIBIT C

SPECIAL PROVISIONS

These Provisions expand upon the General Provisions [Form P-37] of this Agreement.

A. 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.

B. 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.

C. 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 Bureau of Behavioral Health (BBH) upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.14. 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;

Contractor Initials: CGR
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- 8.1.4. Failure to either justify or correct material findings noted in a BBH 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 BBH's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IV.;
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IV., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, IV., A. 2.) for two (2) consecutive months during the contract period; or
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, IV.) for three (3) consecutive months during the contract period.

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

- 8.2.5. Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.
- 8.2.6. Require the Contractor to pay to the State, as liquidated damages, the sum of \$250 in the event that the Contractor has not made available a face-to-face appointment for a consumer leaving New Hampshire Hospital who desires 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. The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by the Contractor's failure to make available an appointment after discharge. The parties agree that this liquidated damages provision represents reasonable compensation for the loss incurred by this breach. The Contractor also agrees that nothing in this section is intended to limit the right of the State to obtain injunctive and other relief as may be appropriate. The State may forward the sum of \$250 to the consumer for whom the Contractor failed to make an appointment available.
- 8.2.7. Give the Contractor written notice of default in the event that the Contractor has failed to

Contractor Initials: *CGA*
Date: *5/17/13*

maintain Fiscal Integrity performance standards as specified in Exhibit C, Paragraph D., and Subparagraph 8.1.12. or 8.1.13. The notice shall require the Contractor, within thirty (30) 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:

8.2.7.1. Require the Contractor to submit an additional corrective action plan within fifteen (15) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

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

8.2.7.3. 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.

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

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

G. 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 as defined in the budget instructions and accounting guidelines and statistical reporting form instructions as specified in Exhibits A and C. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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

9.5.1. For fiscal reports, the Contractor shall submit within thirty (30) days after the end of each month a Balance Sheet and a Profit/Loss Statement. Contractors shall also submit quarterly reports, including: Quarterly Functional Revenues and Expenses Report, Quarterly Statistical Reports, a Cash Flow Statement, and a Line of Credit Statement in the specified electronic format as prescribed by BBH. All quarterly reports are due within thirty (30) days of the end of the reporting period.

9.5.1.1. The monthly Balance Sheet and Profit & Loss Statements, as well as, the Quarterly Functional Revenues and Expenses Report, 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.

9.5.1.2. The Functional Revenues and Expenses Report 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.

9.5.1.3. The Contractor shall maintain detailed fiscal records meeting all the requirements specified in the budget instructions and accounting guidelines. Such fiscal records shall be supported

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

9.5.1.5. On or before November 1, 2013, the Contractor shall deliver to BBH, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2013, including the funds received under the fiscal year 2013 Agreement

9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds five hundred thousand dollars (\$500,000) 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 for fiscal years ending on or after December 31, 2003.

9.5.2. The Contractor shall submit Phoenix data in the .csv format on the fifteenth (15th) of each month unless otherwise agreed to by BBH.

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 BBH contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and

9.5.3.3. Submit to BBH all reasonable additional reports and data files as requested on such schedule and in such electronic format that BBH shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.

9.5.3.4. The Contractor agrees to submit to BBH reports on high profile and sentinel events in accordance with the Division of Community Based Care Services policy.

H. Add the following regarding "Termination" to Paragraph 10:

10.1. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH 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 BBH.

10.2. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10.3. The Contractor shall notify BBH if it expects to be generally unable to provide services as the result of a

Contractor Initials: CGK
Date: 5/9/13

natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that BBH 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 BBH 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.

I. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:
ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within thirty (30) business days shall be deemed approval.

12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by BBH for the Contractor in Exhibit A. The Contractor will notify BBH 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 BBH'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, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH 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 BBH's obligations under this Agreement null and void unless, prior to the merger, BBH 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, BBH 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, BBH's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

J. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims re-

Contractor Initials: KCR
Date: 5/5/13

lated to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

- K.** If the Price Limit in Paragraph 1.8., of the General Provisions is greater than two hundred fifty thousand dollars (\$250,000), 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 than two million dollars (\$2,000,000) per claim or occurrence; and

- L.** 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 BBH 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.

- M.** 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

Contractor Initials: CR
Date: 5/1/3

National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

22.5. Notwithstanding those prior contracts, BBH 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 BBH in advance. The Contractor shall provide BBH 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. BBH 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 BBH finds that eligible persons will probably benefit, BBH shall approve the disposition. If BBH finds that eligible persons probably will not benefit, BBH may disapprove the disposition. Failure by BBH 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 BBH does not approve of the disposition, the Contractor and BBH 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, BBH and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.

22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.

22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.

22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

Contractor Initials: COA
Date: 5/9/13

22.13. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

EXHIBIT C FY14 CMHC

Contractor Initials: LGK
Date: 5/9/13

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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)

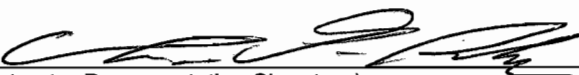
Check ☒ if there are workplaces on file that are not identified here.

Community Partners of Strafford County
(Contractor Name)

From: 7/1/2013 To: 6/30/2014

(Period Covered by this Certification)

Christopher Roundy, President
(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature)

5/9/2013
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: 07-01-13 through 06-30-14

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

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

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



(Contractor Representative Signature)

Christopher Roundy, President

(Authorized Contractor Representative Name & Title)

Community Partners of Strafford County

(Contractor Name)

5/9/2013

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

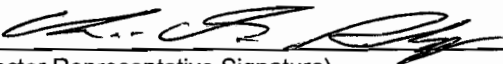
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

	Christopher Roundy, President
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Community Partners of Strafford County	5/9/2013
(Contractor Name)	(Date)

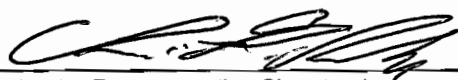
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.


(Contractor Representative Signature)

Christopher Roundy, Presidnet
(Authorized Contractor Representative Name & Title)

Community Partners of Strafford County
(Contractor Name)

May 9, 2013
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

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 Representative Signature)

Christopher Roundy, President
(Authorized Contractor Representative Name & Title)

Community Partners of Strafford County
(Contractor Name)

May 9, 2013
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

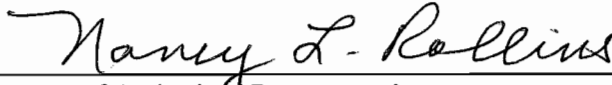
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

NH DHHS, Div of Community Based Care Services
Bureau of Behavioral Health

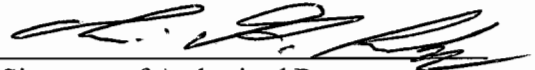
The State Agency Name

Beh Hlth & Dev Svs of Strafford Cty, Inc.
DBA Community Partners - Strafford Cty

Name of the Contractor



Signature of Authorized Representative



Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

Christopher Roundy

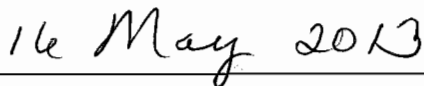
Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

President

Title of Authorized Representative



Date

5/9/2013

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

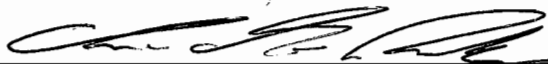
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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



Christopher Roundy, President

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Community Partners of Strafford County

5/9/2013

(Contractor Name)

(Date)

Contractor initials: CR

Date: 5/9/13

Page # 15 of Page # 16

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 149406691

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: 6/2

Date: 5/5/13

Page # 16 of Page # 16



INDEPENDENT AUDITORS' REPORT

Board of Directors

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries

We have audited the consolidated statements of financial position of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization) as of June 30, 2012 and 2011, and the related consolidated statements of activities, functional revenue and expenses, and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on the consolidated financial statements based on our audits.

We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries as of June 30, 2012 and 2011, and the consolidated changes in their net assets and their consolidated cash flows for the years then ended in conformity with U.S. generally accepted accounting principles.

Our audits were made for the purpose of forming an opinion on the basic consolidated financial statements taken as a whole. The information included in the accompanying consolidating schedules is presented for purposes of additional analysis and is not a required part of the basic 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 basic consolidated financial statements. The information has been subjected to the audit procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic consolidated financial statements or the basic consolidated financial statements themselves, and other procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the basic consolidated financial statements taken as a whole.

Berry, Dunn, McNeil & Parker

Manchester, New Hampshire
November 7, 2012

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Financial Position

June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
ASSETS		
Cash and cash equivalents	\$ 2,106,311	\$ 2,315,290
Restricted cash	156,519	155,163
Accounts receivable, net of allowance for doubtful accounts	2,087,591	1,255,648
Grants receivable	20,289	15,805
Prepaid expenses	411,448	452,506
Property and equipment, net	<u>2,231,097</u>	<u>2,326,328</u>
Total assets	<u>\$ 7,013,255</u>	<u>\$ 6,520,740</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable	\$ 589,135	\$ 409,102
Accrued expenses	883,257	736,029
Refundable advances	996,749	843,805
Loan fund	88,596	88,320
Notes payable	<u>761,907</u>	<u>850,823</u>
Total liabilities	<u>3,319,644</u>	<u>2,928,079</u>
Commitments and contingencies (Note 7)		
Net assets		
Unrestricted	3,597,093	3,509,758
Temporarily restricted	<u>96,518</u>	<u>82,903</u>
Total net assets	<u>3,693,611</u>	<u>3,592,661</u>
Total liabilities and net assets	<u>\$ 7,013,255</u>	<u>\$ 6,520,740</u>

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Activities

Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 21,849,714	\$ 21,497,967
Medicare revenue	152,534	175,729
Client resources	1,391,820	1,466,675
Contract revenue	646,231	572,448
Grant income	387,563	315,057
Interest income	1,096	1,896
Other program revenue	59,374	33,381
Public support	59,740	64,896
Other revenue	<u>174,395</u>	<u>218,703</u>
Total public support and revenue	24,722,467	24,346,752
Net assets released from restrictions	<u>33,020</u>	<u>22,064</u>
Total public support, revenue, and reclassifications	<u>24,755,487</u>	<u>24,368,816</u>
Expenses		
Program services		
Case management	1,887,441	1,978,706
Day programs and community support	6,509,680	6,234,372
Early support services and youth and family	3,408,030	3,457,224
Family support	607,518	644,701
Residential services	5,484,782	5,477,058
Combined residential, day and consolidated services	3,940,153	3,431,267
Medical services	96,718	93,308
Adult services	299,098	384,890
Emergency services	592,081	611,855
Other	<u>443,200</u>	<u>477,939</u>
Total program expenses	23,268,701	22,791,320
Supporting services		
General management	<u>1,399,452</u>	<u>1,546,825</u>
Total expenses	<u>24,668,153</u>	<u>24,338,145</u>
Total change in unrestricted net assets	<u>87,334</u>	<u>30,671</u>
Changes in temporarily restricted net assets		
Grant income	42,557	88,488
United Way allocation	4,079	4,242
Net assets released from restrictions	<u>(33,020)</u>	<u>(22,064)</u>
Total change in temporarily restricted net assets	<u>13,616</u>	<u>70,666</u>
Total change in net assets	100,950	101,337
Net assets, beginning of year	<u>3,592,661</u>	<u>3,491,324</u>
Net assets, end of year	\$ <u>3,693,611</u>	\$ <u>3,592,661</u>

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC., D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2012

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Medical Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Revenue													
Medicaid revenue	\$ 2,144,783	\$ 5,747,496	\$ 3,322,702	\$ 283,521	\$ 5,822,722	\$ 4,091,043	\$ -	\$ -	\$ 314,105	\$ 83,562	\$ 39,780	\$ -	\$ 21,849,714
Medicare revenue	-	103,127	-	-	-	-	(44)	49,451	152,534	-	-	-	152,534
Client resources	46,369	95,518	288,711	-	654,594	187,165	-	-	70,252	49,211	-	-	1,391,820
Contract revenue	4,931	156,778	55,184	76,935	800	41,990	200,825	35,132	3,656	70,000	-	-	646,231
Grant income	29,358	72,722	110,976	29,615	5,985	-	-	-	124,903	13,326	-	-	387,563
Interest income	-	-	-	-	-	-	-	-	-	54	-	-	1,096
Other program revenue	-	41,848	675	-	-	-	-	10,851	-	-	-	-	53,374
Public support	18,836	5,953	1,124	9,208	-	-	-	-	-	22,957	-	-	6,000
Other revenue	1,399	37,858	2,214	70	-	337	176	-	-	109,703	-	-	59,374
													151,758
													1,662
													22,637
													44,667
Total functional public support and revenue	2,245,676	6,261,300	3,781,586	399,349	6,484,101	4,321,213	200,957	479,792	135,429	367,357	24,677,800	44,667	24,722,467
Net assets released from restrictions	4,079	-	-	-	-	-	-	-	-	28,941	33,020	-	33,020
Total public support, revenue and reclassifications	2,249,755	6,261,300	3,781,586	399,349	6,484,101	4,321,213	200,957	479,792	135,429	396,338	24,710,820	44,667	24,755,487
Expenses													
Salaries and wages	1,171,709	3,219,770	2,026,566	133,348	746,894	716,253	75,320	199,304	392,843	190,654	8,872,661	1,028,311	9,900,972
Employee benefits	304,690	1,076,690	551,405	86,077	240,569	276,928	4,532	6,294	93,433	63,630	2,706,228	190,185	2,896,413
Payroll taxes	93,843	272,586	164,805	10,833	60,855	70,925	3,620	15,048	29,735	18,313	740,763	68,262	809,025
Contracted substitute staff	2,310	6,439	255	-	1,448	3,045	3	6	57	11	13,574	-	33,276
Client treatment services	26,025	35,562	2,087	219,471	2,785,165	1,225,843	-	-	-	16,655	4,311,808	892	4,312,700
Client therapies	22,912	1,711	99,001	3,560	143,976	22,037	-	10,170	-	-	303,387	-	303,387
Professional fees and consultants	36,664	95,794	172,262	2,667	22,239	13,745	1,104	91,174	13,428	10,069	419,529	(86,059)	333,470
Subcontractors	-	648,158	-	-	1,275,133	1,151,140	-	-	-	-	3,074,431	-	3,074,431
Staff development/training	5,179	66,380	19,156	4,016	8,341	5,088	736	2,656	2,197	1,391	115,160	21,488	136,508
Rent	19,521	125,732	50,056	-	3,689	7,044	1,025	1,992	11,637	1,993	222,689	-	222,689
Utilities	10,791	53,981	14,945	1,474	13,530	12,398	244	481	3,541	9,157	120,542	8,177	128,719
Building maintenance and repairs	12,847	58,606	20,205	1,371	13,278	7,087	351	673	2,686	2,034	119,138	11,892	131,030
Other occupancy costs	6,435	40,284	11,345	621	4,007	3,772	199	397	4,106	14,316	85,482	6,882	92,164
Office	9,095	30,509	25,160	2,524	3,802	3,400	189	812	3,589	2,468	81,547	25,989	107,536
Building/household	3,998	17,809	6,259	783	4,860	3,028	59	272	1,184	569	38,841	4,062	42,903
Client consumables	2,530	41,116	17,544	10,127	22,610	40,206	7	254	256	1,268	135,698	525	136,223
Medical	496	2,069	1,080	-	1,027	920	21	42	433	-	6,131	81	8,222
Equipment maintenance	14,843	42,930	33,964	628	2,186	1,864	966	734	6,712	1,687	106,294	10,583	116,637
Depreciation	31,215	127,139	58,139	8,084	28,294	25,273	462	925	9,461	3,871	293,863	23,909	317,792
Advertising	194	1,493	485	29	4,175	243	5	67	96	32	6,819	1,367	8,386
Printing	107	736	5,339	25	73	94	2	3	36	19	7,036	983	8,019
Telephone/communications	18,110	41,052	26,197	2,951	10,472	8,779	287	525	3,818	2,901	115,072	26,363	141,435
Postage/shipping	3,559	6,521	4,718	544	1,859	1,678	55	107	892	945	20,878	3,030	23,908
Transportation	67,655	348,433	47,683	9,326	39,199	64,675	395	6,627	4,161	4,353	592,507	10,804	603,311
Assistance to individuals	3,568	52,664	1,067	106,074	261,435	-	-	-	-	30,305	455,113	-	455,113
Insurance	13,848	59,159	37,257	2,638	8,530	9,279	5,958	527	5,408	2,374	144,978	8,046	153,024
Membership dues	1,932	7,487	6,118	13	44	41	942	117	1,203	240	18,137	14,594	32,731
Interest	2,159	19,709	3,290	312	1,065	980	54	107	1,109	5,963	34,748	1,108	36,859
Other	65	9,190	1,022	2	37,422	-	2	4	40	57,919	105,667	(1,327)	104,340
Total expenses	1,887,441	6,509,680	3,408,030	607,518	5,484,782	3,940,153	96,718	299,089	592,081	443,200	23,268,701	1,399,452	24,668,153
Increase (decrease) in unrestricted net assets	\$ 362,314	\$ (248,380)	\$ 373,556	\$ (208,169)	\$ 999,319	\$ 381,060	\$ 104,239	\$ 180,894	\$ (455,652)	\$ (46,862)	\$ 1,442,119	\$ (1,354,795)	\$ 87,334

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC., D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2011

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential, Day and Consolidated Services	Medical Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Revenue													
Medicaid revenue	\$ 2,212,122	\$ 5,604,329	\$ 3,358,344	\$ 305,332	\$ 6,232,060	\$ 3,410,960	\$ -	\$ 255,003	\$ 69,174	\$ 40,443	\$ 21,497,967	\$ -	\$ 21,497,967
Medicare revenue	(4,717)	116,299	-	-	-	-	-	64,147	-	-	175,729	-	175,729
Client resources	49,526	96,240	337,269	-	690,106	161,973	-	95,113	36,448	-	1,466,675	-	1,466,675
Contract revenue	1,922	224,852	(15,418)	92,184	120	34,401	194,789	13,638	24,329	70,000	818,101	(45,653)	572,448
Grant income	15,000	33,497	104,782	12,998	-	-	-	-	-	111,041	301,647	13,410	315,057
Interest income	-	-	-	-	-	-	-	-	-	66	66	1,896	1,896
Other program revenue	-	27,381	-	-	-	-	-	-	-	-	27,381	6,000	33,381
Public support	16,810	3,471	340	9,492	299	-	-	-	-	-	33,509	63,821	64,896
Other revenue	2,710	44,379	5,415	1,005	-	-	142	-	-	138,092	191,801	26,902	218,703
Total functional public support and revenue	2,293,373	6,150,648	3,800,733	421,011	6,922,585	3,607,334	194,931	427,958	131,564	393,151	24,343,288	3,464	24,346,752
Net assets released from restrictions	4,180	62	-	-	-	-	-	-	-	17,822	22,064	-	22,064
Total public support, revenue and reclassifications	2,297,553	6,150,710	3,800,733	421,011	6,922,585	3,607,334	194,931	427,958	131,564	410,973	24,365,352	3,464	24,368,816
Expenses													
Salaries and wages	1,145,061	3,165,860	1,986,315	170,391	874,556	606,052	72,094	255,248	381,976	175,613	8,835,156	1,131,229	9,966,385
Employee benefits	351,802	1,121,579	636,999	99,763	299,378	274,850	3,788	49,204	107,251	60,314	3,004,828	235,108	3,239,936
Payroll taxes	92,623	272,065	162,749	14,845	74,741	55,301	3,515	18,829	28,759	15,780	739,907	72,376	812,283
Contracted substitute staff	22,419	7,935	9,439	-	-	9,439	-	23	594	106	47,920	18,154	66,074
Client treatment services	62,444	68,291	512	231,597	2,974,495	855,705	-	-	-	-	4,208,419	-	4,208,419
Client therapies	24,009	7,798	11,834	-	33,082	18,636	-	-	-	14,375	196,339	-	196,339
Professional fees and consultants	24,009	86,516	163,782	3,519	13,793	16,916	1,176	16,021	14,722	60,156	396,301	(105,153)	293,148
Subcontractors	506,339	52,512	22,731	644	1,011,488	1,217,091	3,574	856	1,107	5,707	2,734,998	286	2,734,998
Staff development/training	3,601	98,003	42,262	1,109	18,103	6,666	1,527	12,386	19,498	9,430	222,480	2,415	224,895
Utilities	14,988	46,013	13,713	943	16,481	5,073	429	3,353	6,214	9,430	122,552	10,881	133,433
Building maintenance and repairs	16,717	51,084	16,665	468	5,236	2,892	392	3,675	3,865	2,507	117,402	9,882	126,984
Other occupancy costs	9,470	33,133	10,160	468	6,723	2,749	424	3,040	7,046	13,504	85,371	7,708	93,079
Office	7,474	25,948	23,835	1,511	5,494	1,831	1,099	1,614	1,237	1,194	75,325	31,010	106,335
Building/household	4,462	18,105	6,645	415	5,494	1,831	49	610	1,237	727	38,576	4,185	43,761
Client consumables	1,358	74,106	9,253	759	28,828	83,118	3	64	81	1,519	199,089	658	199,747
Medical	532	878	612	-	11,410	444	212	221	514	12	4,835	-	4,835
Equipment maintenance	15,422	38,462	31,031	72	2,927	721	277	3,568	6,534	1,569	100,683	10,660	111,343
Depreciation	33,645	110,185	60,280	9,636	30,836	28,910	370	4,809	9,742	5,302	293,695	22,432	316,127
Advertising	142	507	1,218	-	10,568	66	48	48	98	17	12,668	1,846	14,514
Printing	100	4,286	4,286	14	46	42	2	22	799	14	6,967	7,766	14,766
Telecommunications	17,587	44,194	35,284	1,809	7,651	7,884	292	3,625	6,168	2,706	127,200	18,167	145,367
Postage/shipping	4,812	4,709	5,275	503	3,178	1,854	60	607	1,218	583	22,799	4,647	27,446
Transportation	57,650	313,147	56,106	8,685	37,877	40,964	336	818	3,648	8,530	527,761	19,717	547,478
Assistance to individuals	16,570	2,444	40	95,270	-	182,153	-	-	-	35,766	332,243	-	332,243
Insurance	13,149	49,980	32,984	2,227	9,151	7,276	3,229	2,243	4,542	1,574	126,335	16,144	142,479
Membership dues	2,027	7,235	13	13	177	80	296	592	1,199	219	19,058	14,399	33,457
Interest	3,950	20,535	3,818	448	1,433	1,483	144	1,016	2,364	7,189	43,095	1,854	44,789
Other	201	1,846	280	62	832	185	3	27	37	48,955	52,428	17,841	70,269
Total expenses	1,978,706	6,234,372	3,457,224	644,701	5,477,058	3,431,267	93,308	384,890	611,855	477,939	22,791,320	1,546,825	24,338,145
Increase (decrease) in unrestricted net assets	\$ 318,847	\$ (83,662)	\$ 343,509	\$ (223,690)	\$ 1,445,527	\$ 176,067	\$ 101,623	\$ 43,068	\$ (480,291)	\$ (66,966)	\$ 1,574,031	\$ (1,543,361)	\$ 30,671

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Cash Flows

Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Cash flows from operating activities		
Change in net assets	\$ 100,950	\$ 101,337
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	317,792	316,127
Change in allowance for doubtful accounts	88,238	(49,971)
Contribution revenue for capital purchases	(42,557)	(88,488)
Gain on sale of assets	(6,075)	-
Decrease (increase) in		
Restricted cash	(1,356)	863
Accounts receivable, trade	(920,181)	186,597
Grants receivable	(4,484)	7,040
Prepaid expenses	41,058	(371,414)
Increase (decrease) in		
Accounts payable, trade	180,033	38,629
Accrued expenses	147,228	(351,984)
Refundable advances	152,944	(23,026)
Loan fund	<u>276</u>	<u>365</u>
Net cash provided (used) by operating activities	<u>53,866</u>	<u>(233,925)</u>
Cash flows from investing activities		
Acquisition of equipment	(180,004)	(104,762)
Proceeds from sale of equipment	<u>6,075</u>	<u>-</u>
Net cash used by investing activities	<u>(173,929)</u>	<u>(104,762)</u>
Cash flows from financing activities		
Principal payments on long-term borrowings	<u>(88,916)</u>	<u>(85,192)</u>
Net cash used by financing activities	<u>(88,916)</u>	<u>(85,192)</u>
Net decrease in cash and cash equivalents	(208,979)	(423,879)
Cash and cash equivalents, beginning of year	<u>2,315,290</u>	<u>2,739,169</u>
Cash and cash equivalents, end of year	\$ <u>2,106,311</u>	\$ <u>2,315,290</u>
Supplemental disclosures		
Contribution of vehicles received under grant programs	\$ <u>42,557</u>	\$ <u>88,488</u>

The accompanying notes are an integral part of these consolidated financial statements.

Behavioral Health & Developmental Services of Strafford County, Inc.

Mission Statement

*Our mission is to promote respect, wellness, full inclusion,
and empowerment of individuals and their families who
experience mental illness, emotional distress,
developmental disability, chronic health needs,
or acquired brain disorder.*

*By identifying and creating opportunities for people, in
close collaboration with a network of local agencies, we will
promote independence and interdependence and help the
people we serve to realize their maximum potential.
We are committed to educate the community at large about
our mission*

*The agency will provide staff with opportunities
for professional growth so they may contribute to the overall
achievement of the agency's mission.*

*Revised Jan/2002
Reaffirmed Sept. 2009*

KEY ADMINISTRATIVE PERSONNEL - FY2014

Behavioral Health & DS of Strafford County dba COMMUNITY PARTNERS

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Brian Collins	0.50	\$ 66,145.00	\$ 31,216.32	47%
Chief Financial Officer	Kathleen Stocker	0.48	\$ 45,755.00	\$ 21,593.51	47%
Medical Director	R.J. Allister	1.00	\$ 224,432.00	\$ 105,917.92	47%
Chief Operations Officer	Chris Kozak	1.00	\$ 76,003.00	\$ 35,868.68	47%

BRIAN J. COLLINS
PO Box 20
Canterbury, New Hampshire 03224
(603) 783-9560
bcollins@communitypartnersnh.org

EXPERIENCE:

1995 - Present Executive Director, Behavioral Health & Developmental Services of Strafford County, Inc., d/b/a Community Partners of Strafford County

Chief Executive Officer of a Regional Area Agency in New Hampshire. Agency provides support to Strafford County residents with disabilities or mental illness and their families, including case management, residential services, day & vocational programming, and family support. Agency employs 350 staff with a total budget exceeding \$22.7 million. Report to a 14 member Board of Directors. Accomplishments include:

- Turned DSSC's \$363,000 negative asset balance at arrival to a \$1.6 million positive asset balance.
- Successfully implemented corrective administrative measures resulting in removal of conditions imposed by the State of NH as a result of the impending bankruptcy, coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.

1989 - 1995 Executive Director, The Plus Company

Chief Executive Officer of a non-profit human service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of \$4.5 million. Report to a 15 member Board of Directors. Accomplishments include:

- Eliminated debt service after Agency had lost \$500,000 over a prior five year period. Agency's surplus exceeded \$600,000 over five year tenure.
- Increased operational budget over \$1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five year period.
- Increased fund raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989 Program Planning and Review Specialist, New Hampshire DMHDS

Responsible for managing \$13 million of State and Federal funds, covering one-quarter of the service system. Areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services. Accomplishments include:

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with \$2 million federal grant, to fund a five year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.

1983 - 1985 Quality Assurance Administrator, New Hampshire DMHDS

Responsible for quality assurance function statewide for Community Service Delivery System. Led seven person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance. Accomplishments include:

- Monitored compliance with State regulations.
- Generated written compliance reports.
- Approved corrective action plans, reviewed progress.
- Developed State regulations for client rights, residential and vocational programs, case management, and respite care.

1982 - 1983 Training Coordinator, New Hampshire DMHDS

Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

1973 - 1982 Various positions as a Direct Care Worker at Walter E. Fernald State School, Waltham, Massachusetts and community based programs.

EDUCATION:

Masters in Public Administration, University of New Hampshire
BA, Communications, Boston College Evening School

ADVISORY BOARDS:

Advisory Board, University of New Hampshire Institute on Disability (UAP)
University of Hartford Rehabilitation Training Program
Virginia Commonwealth University Rehabilitation Research and Training Center.
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council. Overseeing services to children with disabilities from birth to age three.
HHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities

MEMBERSHIPS:

The Association for Persons with Severe Handicaps (TASH)
American Association on Mental Retardation (AAMR)
National Rehabilitation Association (NRA)
New Hampshire Rehabilitation Association (NHRA)
American Network of Community Options and Resources



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

**BOARD OF DIRECTORS
2012-2013**

**PRESIDENT
Christopher G. Roundy**

**VICE PRESIDENT
Greg Burdwood**

**TREASURER
Matthew Sylvia**

**SECRETARY
Anne Landry**

David Andre

Kristin Baber

Ken Muske

Michael Lessard ON LEAVE

John Lowy

Kerri Larkin

Christopher Buck

Bryant Hardwick

Greg Betts

Thomas Humphrey

Margaret Almeida

Kathleen Boisclair

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire nonprofit corporation formed September 24, 1982. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April A.D. 2013

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

William M. Gardner
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire trade name registered on October 27, 2003 and that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of April, A.D. 2013

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

William M. Gardner
Secretary of State

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Older Adult Services 102	Emergency Services/ Assessment 104	Non-Eligibles 112
400 PROG. SERV. FEES							
401 Net client fees	103,158	0	103,158	10,507	8,962	6,458	19,573
402 HMO's	230,128	0	230,128	138,236	248	42,296	45,691
403 BC/BS	0	0	0	0	0	0	0
404 Medicaid	6,751,715	0	6,751,715	2,515,713	504,464	88,975	176,654
405 Medicare	145,409	0	145,409	0	6,890	0	66,942
406 Other insurance	16,999	0	16,999	0	0	0	0
411 Other program fees	247,353	0	247,353	37,000	0	3,500	2,200
SUBTOTAL	7,494,763	0	7,494,763	2,701,455	520,563	141,229	311,060
420 PROG. SALES							
421 Production	0	0	0	0	0	0	0
422 Service	0	0	0	0	0	0	0
430 PUBLIC SUPPORT							
431 United Way	0	0	0	0	0	0	0
432 Local/County Government	0	0	0	0	0	0	0
433 Donations/Contributions	0	0	0	0	0	0	0
434 Bur. Developmental Services	0	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0	0
436 Div. Voc. Rehab.	0	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0
438 Div. for Children, Youth & Families	1,770	0	1,770	1,770	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
440 FEDERAL FUNDING							
441 Block Grants	0	0	0	0	0	0	0
442	0	0	0	0	0	0	0
443	0	0	0	0	0	0	0
444 HUD	131,645	0	131,645	0	0	0	0
445 Other Federal Grants	266,102	0	266,102	25,457	3,948	5,329	5,008
446 PATH	0	0	0	0	0	0	0
447	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
450 OTHER REVENUE							
451 Rental Income	51,916	5,666	46,250	0	0	0	0
452 Interest Income	1,200	1,200	0	0	0	0	0
453 In-Kind Donations	0	0	0	0	0	0	0
454 All Other Revenue	0	0	0	0	0	0	0
480 BBH							
481 Bur. of Behavioral Health	202,526	0	202,526	0	0	98,026	0
482 Other BBH	0	0	0	0	0	0	0
483	0	0	0	0	0	0	0
484	0	0	0	0	0	0	0
SUBTOTAL	8,149,922	6,866	8,143,056	2,728,682	524,511	244,584	316,068
500 General Management Allocation	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES	8,149,922	6,866	8,143,056	2,728,682	524,511	244,584	316,068

FY 2014 BUDGET

400	PROG. SERV. FEES	Multi-Service Team 113	ACT Team 114	Other Non-BBH 199
401	Net client fees	57,659	0	0
402	HMO's	3,658	0	0
403	BC/BS	0	0	0
404	Medicaid	3,036,769	429,140	0
405	Medicare	71,577	0	0
406	Other insurance	16,999	0	0
411	Other program fees	0	0	204,653
	SUBTOTAL	3,186,662	429,140	204,653
420	PROG. SALES			
421	Production	0	0	0
422	Service	0	0	0
430	PUBLIC SUPPORT			
431	United Way	0	0	0
432	Local/County Government	0	0	0
433	Donations/Contributions	0	0	0
434	Bur. Developmental Services	0	0	0
435	Other public support	0	0	0
436	Div. Voc. Rehab.	0	0	0
437	Div. Alc/Drug Abuse Prev & Recovery	0	0	0
438	Div. for Children, Youth & Families	0	0	0
439	State Emergency Shelter Grant	0	0	0
440	FEDERAL FUNDING			
441	Block Grants	0	0	0
442		0	0	0
443		0	0	0
444	HUD	0	0	131,645
445	Other Federal Grants	208,542	0	17,818
446	PATH	0	0	0
447		0	0	0
448	MHSIP	0	0	0
450	OTHER REVENUE			
451	Rental Income	26,100	0	20,150
452	Interest Income	0	0	0
453	In-Kind Donations	0	0	0
454	All Other Revenue	0	0	0
480	BBH			
481	Bur. of Behavioral Health	0	104,500	0
482	Other BBH	0	0	0
483		0	0	0
484		0	0	0
	SUBTOTAL	3,421,304	533,640	374,266
500	General Management Allocation	0	0	0
	TOTAL PROGRAM REVENUES	3,421,304	533,640	374,266

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Older Adult Services 102	Emergency Services/ Assessment 104	Non-Eligibles 112
600 PERSONNEL COSTS							
601 Salary & Wages	5,330,274	390,487	4,939,787	1,710,023	245,177	367,188	354,128
602 Employee Benefits	1,090,041	79,855	1,010,186	349,700	50,139	75,090	72,419
603 Payroll Taxes	461,069	33,777	427,292	147,917	21,208	31,762	30,632
SUBTOTAL	6,881,384	504,119	6,377,265	2,207,640	316,524	474,040	457,179
610 Client Wages	0	0	0	0	0	0	0
620 PROFESSIONAL FEES							
621 Substitute Staff	0	0	0	0	0	0	0
622 Client Evaluations/Services	25,453	0	25,453	1,250	1,000	0	0
624 Accounting	12,000	460	11,540	4,073	632	853	801
625 Audit Fees	30,000	1,150	28,850	10,183	1,579	2,132	2,003
626 Legal Fees	14,001	537	13,464	4,752	737	995	935
627 Other Prof. Fees/Consultations	144,797	27,876	116,921	25,457	3,948	5,329	5,008
630 STAFF DEV & TRAINING							
631 Journals & Publications	0	0	0	0	0	0	0
632 In-Service Training	0	0	0	0	0	0	0
633 Conferences & Conventions	25,000	0	25,000	0	0	0	0
634 Other Staff Development	0	0	0	0	0	0	0
640 OCCUPANCY COSTS							
641 Rent	215,700	6,775	208,925	63,569	9,300	12,555	11,797
642 Mortgage (Interest)	0	0	0	0	0	0	0
643 Heating Costs	0	0	0	0	0	0	0
644 Other Utilities	54,999	2,109	52,890	18,668	2,895	3,908	3,672
645 Maintenance & Repairs	33,000	1,266	31,734	11,201	1,737	2,345	2,203
646 Taxes	0	0	0	0	0	0	0
647 Other Occupancy Costs	62,359	2,032	60,327	17,989	2,790	3,766	3,539
650 CONSUMABLE SUPPLIES							
651 Office	46,508	1,822	44,686	16,123	2,500	3,375	3,172
652 Building/Household	13,001	499	12,502	4,413	684	924	868
653 Educational/Training	0	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0
655 Food	2,000	77	1,923	679	105	142	134
656 Medical	2,999	115	2,884	1,018	158	213	200
657 Other Consumable Supplies	7,501	288	7,213	2,546	395	533	501
SUBTOTAL PAGE	7,570,701	549,125	7,021,576	2,389,561	344,983	511,110	492,012

FY 2014 BUDGET

	Multi-Service Team 113	ACT Team 114	Other Non-BBH 199
600 PERSONNEL COSTS			
601 Salary & Wages	1,801,694	331,800	129,777
602 Employee Benefits	368,446	67,853	26,539
603 Payroll Taxes	155,847	28,701	11,226
SUBTOTAL	2,325,987	428,354	167,542
610 Client Wages	0	0	0
620 PROFESSIONAL FEES			
621 Substitute Staff	0	0	0
622 Client Evaluations/Services	20,000	0	3,203
624 Accounting	4,475	543	163
625 Audit Fees	11,189	1,356	408
626 Legal Fees	5,221	633	191
627 Other Prof. Fees/Consultations	53,940	5,421	17,818
630 STAFF DEV & TRAINING			
631 Journals & Publications	0	0	0
632 In-Service Training	0	0	0
633 Conferences & Conventions	0	25,000	0
634 Other Staff Development	0	0	0
640 OCCUPANCY COSTS			
641 Rent	93,311	7,988	10,405
642 Mortgage (Interest)	0	0	0
643 Heating Costs	0	0	0
644 Other Utilities	20,511	2,487	749
645 Maintenance & Repairs	12,307	1,492	449
646 Taxes	0	0	0
647 Other Occupancy Costs	7,243	25,000	0
650 CONSUMABLE SUPPLIES			
651 Office	17,870	1,000	646
652 Building/Household	5,436	0	177
653 Educational/Training	0	0	0
654 Production & Sales	0	0	0
655 Food	836	0	27
656 Medical	1,254	0	41
657 Other Consumable Supplies	3,136	0	102
SUBTOTAL PAGE	2,582,716	499,274	201,921

FY 2014 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Older Adult Services 102	Emergency Services/ Assessment 104	Non-Eligibles 112
Total Carried Forward	7,570,701	549,125	7,021,576	2,389,561	344,983	511,110	492,012
700 Advertising	2,999	0	2,999	474	158	213	0
710 Printing	4,000	153	3,847	1,358	211	284	267
720 Telephone/Communication	75,000	2,876	72,124	25,457	3,948	5,329	5,008
730 Postage/Shipping	13,001	499	12,502	4,413	684	924	868
740 TRANSPORTATION							
741 Board Members	0	0	0	0	0	0	0
742 Staff	0	0	0	0	0	0	0
743 Clients	210,000	1,250	208,750	28,100	33,000	5,000	6,000
744 Delivery Products	0	0	0	0	0	0	0
750 ASSIST. TO INDIVIDUALS							
751 Client Services	48,645	77	48,568	679	105	142	134
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	0	0	0	0	0	0	0
762 Vehicles	0	0	0	0	0	0	0
763 Comprehensive, Property & Liability	100,000	3,835	96,165	33,942	5,264	7,106	6,677
800 OTHER EXPENDITURES							
801 Interest Expense (other than Mortgage Interest)	0	0	0	0	0	0	0
802 In-Kind Expense	0	0	0	0	0	0	0
803 Depreciation- Equipment	0	0	0	0	0	0	0
804 Depreciation, Building	0	0	0	0	0	0	0
805 Equipment Rental	58,000	2,224	55,776	19,687	3,053	4,121	3,873
806 Equipment Maintenance	39,999	1,534	38,465	13,577	2,105	2,842	2,671
807 Membership Dues	24,000	920	23,080	8,146	1,263	1,705	1,603
810 Other Expenditures	3,577	172	3,405	851	132	178	167
TOTAL EXPENSES	8,149,922	562,665	7,587,257	2,526,245	394,906	538,954	519,280
900 Administrative Allocation	0	(555,799)	555,799	202,438	129,606	(294,370)	(203,212)
TOTAL PROGRAM EXPENSES	8,149,922	6,866	8,143,056	2,728,683	524,512	244,584	316,068
SURPLUS/(DEFICIT)	(0)	0	(1)	(0)	(0)	0	(0)
Total Revenue - Total Expense (line 49 - 115)							

FY 2014 BUDGET

	Multi-Service Team 113	ACT Team 114	Other Non-BBH 199
Total Carried Forward	2,582,716	499,274	201,921
700 Advertising	654	1,500	0
710 Printing	673	1,000	54
720 Telephone/Communication	27,961	3,400	1,021
730 Postage/Shipping	4,436	1,000	177
740 TRANSPORTATION			
741 Board Members	0	0	0
742 Staff	0	0	0
743 Clients	117,363	15,387	3,900
744 Delivery Products	0	0	0
750 ASSIST. TO INDIVIDUALS			
751 Client Services	836	0	46,672
752 Clothing	0	0	0
760 INSURANCE			
761 Malpractice & Bonding	0	0	0
762 Vehicles	0	0	0
763 Comprehensive, Property & Liability	37,294	4,521	1,361
800 OTHER EXPENDITURES			
801 Interest Expense (other than Mortgage Interest)	0	0	0
802 In-Kind Expense	0	0	0
803 Depreciation, Equipment	0	0	0
804 Depreciation, Building	21,631	2,622	789
805 Equipment Rental	14,918	1,808	544
806 Equipment Maintenance	8,951	1,085	327
807 Membership Dues	0	2,043	34
810 Other Expenditures	2,817,433	533,640	256,800
TOTAL EXPENSES	603,871	0	117,466
900 Administrative Allocation	3,421,304	533,640	374,266
TOTAL PROGRAM EXPENSES			
SURPLUS/(DEFICIT)	0	0	(0)
Total Revenue - Total Expense (line 49 - 115)			



BEHAHEA-01

MLEDOUX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/2/2012

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

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

PRODUCER TD Insurance, Inc. PO Box 406 Portland, ME 04112	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 723-2877	FAX (A/C, No): (877) 775-0110
INSURED Behavioral Health & Developmental Services of Stratford County, Inc. 113 Crosby Road Suite 1 Dover, NH 03820	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
	INSURER B: New Hampshire Employers Insurance Co	13083
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK889425	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COM/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			PHPK889425	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED RETENTIONS						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ECC4000067012011	7/1/2012	7/1/2013	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK889425	7/1/2012	7/1/2013	Per Claim 1,000,000
A				PHPK889425	7/1/2012	7/1/2013	Aggregate 3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

The State of New Hampshire Dept of Health & Human Service
Bureau of Behavioral Health
105 Pleasant St., Room 210S
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Melissa A. Ledoux

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UNDERSTAND. SERVICE. INNOVATE.

USI Insurance Services LLC
P.O. Box 406
Portland, ME 04112-0406
www.usi.biz
Phone: 207.239.3500
Toll-free: 800.723.2877
Fax: 877.775.0110

April 1, 2013

Ms Kathleen Stocker
Chief Financial Officer
Behavioral Health & DSSC,
Community Partners
113 Crosby Road Suite 1
Dover, NH 03820

RE: Workers Compensation and Casualty Insurance Coverage

Dear Kathleen:

As the insurance agent for Behavioral Health/Community Partners, it is currently our intent to offer renewal terms for your organization with a renewal date of July 1, 2013. Once coverage has been formally renewed, we will issue the appropriate Certificate of Insurance indicating the July 1, 2013 effective date along with the agreed upon limits and deductibles.

In the meantime, we are including a Certificate of Insurance for the current term of coverage of July 1, 2012 to July 1, 2013 to The State of New Hampshire, Dept. of Health & Human Services, Bureau of Behavioral Services, 129 Pleasant Street, Concord, NH 03301.

Sincerely,

Kathleen A. Sukley, AAI, AU, AIS
Vice President, Account Manager

KAS/mal

Attachment

Budget Form

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

Behavioral Health and Developmental Services
of Strafford Cty, Inc. dba Community Partners
of Strafford Cty.

Bidder/Program Name:

Budget Request for: Community Mental Health Services

(Name of RFP)

Budget Period: July 1, 2013 - June 30, 2014

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 4,939,787.00	\$ 390,487.00	\$ 5,330,274.00	
2. Employee Benefits	\$ 1,432,538.23	\$ 118,570.75	\$ 1,551,108.98	
3. Consultants	\$ 153,914.00	\$ 28,336.00	\$ 182,250.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 55,776.00	\$ 2,224.00	\$ 58,000.00	
Repair and Maintenance	\$ 1,534.00	\$ 38,466.00	\$ 40,000.00	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 959.00	\$ 24,041.00	\$ 25,000.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ 7,197.02	\$ -	\$ 7,197.02	
Medical	\$ 115.00	\$ 2,885.00	\$ 3,000.00	
Office	\$ 3,745.00	\$ 45,755.00	\$ 49,500.00	
6. Travel	\$ 208,750.00	\$ 1,250.00	\$ 210,000.00	
7. Occupancy	\$ 366,379.00	\$ 12,681.00	\$ 379,060.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 2,876.00	\$ 72,124.00	\$ 75,000.00	
Postage	\$ 12,501.00	\$ 499.00	\$ 13,000.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 44,000.00	\$ 1,687.00	\$ 45,687.00	
Insurance	\$ 96,165.00	\$ 3,835.00	\$ 100,000.00	
Board Expenses	\$ -	\$ 1,200.00	\$ 1,200.00	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 6,732.00	\$ 268.00	\$ 7,000.00	
11. Staff Education and Training	\$ 23,080.00	\$ 920.00	\$ 24,000.00	
12. Subcontracts/Agreements	\$ 48,568.00	\$ 77.00	\$ 48,645.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
			\$ -	
			\$ -	
			\$ -	
TOTAL	\$ 7,404,616.25	\$ 745,305.75	\$ 8,149,922.00	

Indirect As A Percent of Direct

10.1%

Region IX
Behavioral Health and Developmental Services
of Strafford County, Inc.

DBA Community Partners of Strafford County

Communities Served:

Barrington
Dover
Durham
Farmington
Lee
Madbury
Middleton
Milton
New Durham
Rochester
Rollinsford
Somersworth
Strafford

Community Mental Health Center

Establishment Dates

Region I

Northern Human Services 03-03-71
87 Washington Street
Conway NH 03818

Region II

West Central Services, Inc. 06-06-85
DBA West Central Behavioral Health 02-05-01
2 Whipple Place, Suite 202 trade name
Lebanon NH 03766

Region III

The Lakes Region Mental Health Center, Inc. 07-14-69
DBA GENESIS – Behavioral Health 5-26-00
111 Church Street trade name
Laconia NH 03246

Region IV

Riverbend Community Mental Health, Inc. 03-25-66
5 Market Lane, PO Box 2032
Concord NH 03302-2032

Region V

Monadnock Family Services 03-05-24
64 Main Street, Suite 301
Keene NH 03431

Region VI

Community Council of Nashua, NH 12-24-23
DBA Greater Nashua Mental Health Center at 10-21-08
Community Council. trade name
7 Prospect Street
Nashua NH 03060-3990

Harbor Homes, Inc. 02-15-80
45 High Street
Nashua NH 03060

Region VII

The Mental Health Center of Greater Manchester 10-17-60
401 Cypress Street
Manchester NH 03103-3628

Region VIII

Seacoast Mental Health Center, Inc. 01-21-63
1145 Sagamore Avenue
Portsmouth NH 03801

Region IX

Behavioral Health and Developmental Services 09-24-82
of Strafford County, Inc.
DBA Community Partners of Strafford County 10-27-03
Forum Court, 113 Crosby Road, Suite 1 trade name
Dover NH 03820

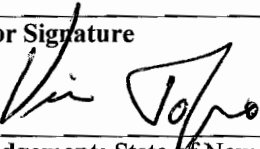
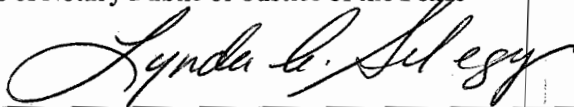
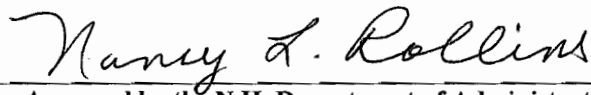
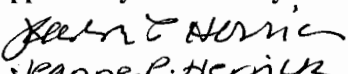
Region X

Mental Health Center for Southern NH 05-06-81
CLM Center for Life Management 10-27-99
44 Stiles Road non-profit
Salem NH 03079

Subject: To Provide Mental Health Services and PATH Services.**AGREEMENT**

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH DHHS-Division of Community Based Services Bureau of Behavioral Health		1.2 State Agency Address 105 Pleasant Street, Main Bldg. Concord, NH 03301	
1.3 Contractor Name 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 Various State Accounts. See List in Exhibit B.	1.7 Completion Date 06-30-2014	1.8 Price Limitation \$518,557
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Vic Topo, President/ CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>March 27, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace LYNDAA. SILEGY Notary Public - New Hampshire My Commission Expires August 19, 2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Assoc. Comm., Div. Community Based Svs	
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) By:  Jeanne P. Herring, Attorney On: <u>27 May 2013</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

CERTIFICATE OF VOTE

I, Wayne D. White, do hereby certify that:

1. I am the duly elected Clerk of CLM Center for Life Management
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 27, 2013.

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

**To Provide: Mental Health Services, and
Projects for Assistance in Transition from Homelessness (PATH) Services**

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 27, 2013.

4. Vic Topo is duly elected President of the Corporation.

(Seal)
(Corporation)

Wayne D. White

(Signature of Board Secretary)

State of New Hampshire

County of Rockingham

The foregoing instrument was acknowledged before me this 27 day of March, 2013.

by Wayne D. White.

Lynda A. Silegy

Name: Lynda A. Silegy

Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: August 19, 2014

LYNDA A. SILEGY
Notary Public - New Hampshire
My Commission Expires August 19, 2014

EXHIBIT A

SCOPE OF WORK

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.

The Commencement Date of this Agreement shall be the Effective Date, that is July 1, 2013, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. BEHAVIORAL HEALTH SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- C. The Contractor shall provide services in accordance with the service projections set forth on the statistical pages immediately following Exhibit A. These service projections are based upon the needs of its consumers, taking into account the Contractor's caseload, available staffing and other resources, including the State funds that the Contractor expects to receive for the services to be performed under this Agreement.
- D. For all consumers eligible under He-M 401 that the Contractor has case management responsibilities for, the Contractor agrees to assure that applications for all appropriate sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Public Housing, and Section 8 subsidies are filed in a timely fashion.
- E. The Contractor agrees to make Illness Management and Recovery (IMR) services and evidence-based Supported Employment (SE) services available to eligible consumers. The Contractor may also offer complementary employment programs in conjunction with the evidence-based Supported Employment program.

II. TRANSITION TO MANAGED CARE

- A. All Medicaid billings for services provided to consumers who are enrolled members of a Managed Care Organization (MCO), shall be submitted to the MCO upon the Effective Date of Coverage with the MCO.
- B. The role of community mental health program 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 community mental health program 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.
- C. 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 years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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- D. In the event that the Medicaid program in New Hampshire is transitioned, in whole or in part, during the period in which this Contract is in effect such that some of all of the services required to be provided by the Contractor are provided to consumers who are then enrolled as members of an MCO, the Contractor and BBH agree, upon the request of either party, to meet and discuss in good faith whether there are any provisions of the Contract which reasonably ought to be deleted or amended in order to accommodate the new service and reimbursement environment in which the parties may find themselves.

III. PROVISION OF QUALITY SERVICES

- A. The Contractor agrees that it will 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 BBH within timeframes reasonably specified by BBH in order to ensure the efficient and effective administration of the Medicaid program.
- B. As part of the effort to ensure quality services, BBH conducts annual reviews to ascertain that eligibility has been properly determined in accordance with He-M 401, "Eligibility Determination and Individual Service Planning." In the event that the annual review finds that 75% of the records examined are in compliance with the eligibility requirements of He-M 401, BBH shall refrain from conducting a review of eligibility determinations in the next year. Eligibility reviews will be conducted in the subsequent year. BBH will conduct such other quality assurance reviews, as it deems necessary and appropriate.
- C. The Contractor agrees to submit to BBH data needed by BBH to comply with federal reporting requirements within timeframes reasonably specified by BBH.
- D. In regard to the data required for the Phoenix system:
1. Monthly data shall be in the .csv format and shall be submitted on the 15th of each month unless otherwise agreed to by BBH.
 2. Errors in data returned by BBH to the Contractor shall be corrected and returned to BBH.
 3. Data shall be current and updated as required for federal reporting.
 4. For the purpose of data submitted for the Phoenix data system, the contractor agrees for the following fields that the error rate (invalid codes, Unknowns, nulls) shall not exceed 20% of the total records. An error rate in excess of 20% shall not constitute an event of default. In the event of an error rate of greater than 20%, the contractor shall submit a correction plan to show how improvements will be made to the fields listed below.
 - a. Race
 - b. Ethnicity
 - c. Employment status
 - d. Living status
 - e. Criminal justice data
 - f. School attendance data
- E. In order to achieve positive consumer outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services, and who are responsible for completing the eligibility determination process as specified in He-M 401, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a children's clinician, and the Adult Needs and Strengths Assessment (ANSA) if they are an adult clinician.
1. Clinicians shall be certified in the use of the New Hampshire version of the CANS and the ANSA within 120-days of implementation by the DHHS of a web-based training and certification system.
 - a. The CANS and the ANSA assessment shall be completed by the community mental health clinician no later than the first annual review for the consumer following clinician certification.
 - b. The community mental health eligibility determination tool, as specified in He-M 401, and in effect on July 1, 2012, shall continue to be utilized by the clinician until such time as the Department of Health and Human Services implements web-based access to the

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CANS and the ANSA, the clinician is certified in the use of the CANS and the ANSA, and the annual review date has passed.

2. The CANS and the ANSA assessment shall be completed at least every three (3) months to document progress towards goals and objectives and any continued need for community mental health services.
 - a. Completion of the CANS or ANSA assessment shall fulfill the quarterly review requirements as defined in He-M 408 and He-M 401.
 - b. The CANS and the ANSA shall be utilized to develop an individualized, person-centered treatment plan, with measurable outcomes to inform future modifications to the individualized service plan.
- F. The percentage of Individualized Recovery and Resiliency Services (IROS) Medicaid billings, as specified in He-M 426, to all other community mental health services Medicaid billings shall, at a minimum, be maintained at their current regional levels. IROS services include the following: Individual and Group Functional Support Services (FSS), Illness Management and Recovery (IMR), and Evidence Based Supported Employment (EBSE). The Contractor, however, shall not be in breach of this provision if its failure to maintain the ratio of billings at the current level is due to the MCO taking a rate or utilization action which materially impairs the Contractor's ability to do so.
- G. In order to measure Consumer and Family Satisfaction, BBH shall contract with a private vendor during fiscal year 2014 to assist the Contractor and BBH with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction.
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor.
 3. The Contractor will support the efforts of BBH and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by BBH to explain the survey and otherwise support attempts by BBH to increase participation in the survey.
- H. 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. Children age 12 and older will be screened through administration of CRAFFT (Car, Relax, Alone, Forget, Friends, Trouble), and Adults will be screened through the administration of AUDIT (Alcohol Use Disorders Identification Test) and DAST (Drug Abuse Screening Test) instruments or other instrument(s) approved by BBH. The performance standard for fiscal year 2013 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual BBH Quality Assurance and Compliance Review.

IV. MAINTENANCE OF FISCAL INTEGRITY

- A. In order to enable BBH to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to BBH monthly, the Balance Sheet and Profit and Loss Statements for the agency and all related parties that are under the Parent Corporation of the mental health provider organization. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
 1. Days of Cash on Hand:
 - a. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period.
 - c. Performance Standard: The Contractor shall have enough cash and cash equivalents to

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cover expenditures for a minimum of fifteen (15) business days with no variance allowed.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.

3. Medicaid Days in Accounts Receivable:

- a. Rationale: Medicaid is the primary payor for most CMHCs. The number of days it takes to collect this revenue has a major impact on the Contractor's ability to meet expenses.
- b. Definition: The number of days (on average) it takes the Contractor to collect Medicaid.
- c. Formula: Total Medicaid accounts receivable (including those due from Medicaid Managed Care Organizations) divided by net Medicaid charges divided by the number of days in the reporting period.
- d. Source of Data: The Contractor shall submit to BBH monthly, a breakdown of accounts receivables within their balance sheet, and net Medicaid charges on the profit & loss statement.
- e. Performance Standard: The Contractor shall maintain a standard maximum of forty (40) days with a 20% variance allowed.

4. Debt Service Coverage Ratio:

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

5. Net Assets to Total Assets:

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

B. In any budget submitted to BBH for purposes of contract approval, the Contractor agrees to limit administrative costs to 12% or less of the total program expenses.

C. For the purpose of this Agreement, the phrase "funds provided pursuant to this Agreement," "State Funds" or other similar phrases throughout this Agreement and the exhibits thereto shall include all state general funds, including the State's share of Medicaid, provided to the Contractor, as well as all federal grant funds allocated by BBH to the provider, along with any prior years' state and/or federal funds deferred to the current year with BBH approval.

V. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

A. The community mental health program shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital to assist in the coordinated discharge planning for the consumer to

either return to services in the community or offer services at the local community mental health program.

- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon receipt of notification of the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The community mental health program shall work with DHHS to review cases of consumers that New Hampshire Hospital, and/or the community mental health program has indicated will have difficulty returning back into the community, identify barriers to discharge, and develop an appropriate plan to transition back into the community.
- D. The community mental health program shall make a face-to-face appointment available to a consumer leaving New Hampshire Hospital who desires to reside in the region served by the community mental health program 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.

VI. COORDINATION WITH PRIMARY CARE PROVIDER

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

VII. REDUCTION OR SUSPENSION OF FUNDING

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

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VIII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph VII. above, prior to the elimination of or a significant reduction in a program which delivers services contracted by BBH (as reflected in the statistical pages immediately following Exhibit A), and paid for, in whole or in part, by State Funds, the Contractor shall provide BBH with at least thirty (30) days written notice with an explanation of the programmatic and financial impact. The Contractor and BBH 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. In the event that BBH is not in agreement with such elimination or reduction prior to the proposed effective date, BBH may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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) day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided. The Contractor shall not redirect Medicaid 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, BBH shall control the expenditure of the unspent Medicaid funds.

I. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- A. The Contractor shall assist the Pre-Admission Screening and Resident Review (PASRR) Office of the NH Department of Health and Human Services in meeting the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by the PASRR Office and with the appropriate authorization to release information, the Contractor shall provide the PASRR Office with 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. The Contractor may bill Medicaid, and the PASRR Office may approve payment, for activities related to the PASRR process.

X. EMERGENCY SERVICES

- A. The Contractor shall use Emergency Services funds to offset the cost of providing Emergency Services to individuals with no insurance.

XI. ASSERTIVE COMMUNITY TREATMENT (ACT) TEAM SUPPORT FUNDS

- A. **General Requirements:** General Funds in the amounts identified in Exhibit B are to be used for the design and sustaining of an Assertive Community Treatment team (ACT). This includes, but is not limited to, the recruitment, hiring, and training of staff, supervision, start-up costs for a new program such as office materials, and non-billable time spent by staff creating an environment to help the program succeed within the community. These funds may also be used to support ACT clients in their community to prevent hospitalization, incarceration, or homelessness.
- B. **7-Days Per Week Coverage:** Additional funding is being made available to the Contractor to increase the availability of one of the Contractor's Assertive Community Treatment team's coverage to 7-days per week. The Contractor will ensure weekend coverage is prioritized to meet the following deliverables for a minimum of 8 hours on Saturday and 8 hours on Sunday, with the specific hours to be determined by the Contractor:
1. Crisis intervention for individuals who may be in crisis and need a crisis evaluation and development of a disposition plan appropriate to the individual's needs by the ACT Team;

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2. Follow-up services in the community for individuals that the treatment team has determined need services provided over the weekend due to the clinical needs of the individual;
 3. Support and/or community based services for individuals who are being discharged from a hospital or other inpatient setting and returning to the community over the weekend.
- C. Contractors establishing a new ACT Team for FY14 shall utilize the additional funding to ensure the new ACT Team meets the criteria detailed above.
- D. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XII. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) SERVICES

- A. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

XIII. EMPLOYMENT DEVELOPMENT INITIATIVE (EDI)

- A. Funds will be used to offset lost productivity for CMHC staff to attend trainings in Supported Employment, an evidence-based practice designed to improve employment opportunities for people with mental illness. The goal will be to improve employment outcomes for clients of the agencies designated to receive these funds.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

XIV. NH MEDICAID WELLNESS INCENTIVE PROGRAM (WIP)

- A. The Contractor is a project site in a 5-year grant awarded to the NH Bureau of Behavioral Health by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (WIP) "Healthy Choices, Healthy Changes".
- B. WIP is an intervention supporting exercise, improved nutrition, and smoking cessation, with mentoring and incentives to improve cardiac and metabolic health in clients of the NH Community Mental Health Center (CMHC) system.
- C. WIP will build upon and benefit from the existing infrastructure of the In SHAPE health promotion program established in 2004 for people with SMI at risk of cardiovascular disease.
- D. WIP will offer four (4) "Supported Weight Management" programs":
1. Gym Membership;
 2. In SHAPE (includes gym membership);
 3. Weight Watchers; and
 4. In SHAPE and Weight Watchers.
- B. WIP will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- C. WIP will offer three (3) "Supported Smoking Cessation" programs:
1. Prescriber Referral and Telephone Cognitive Behavior Therapy;
 2. Prescriber Referral and Facilitated Use of Quit line; and
 3. Prescriber Referral alone.

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- D.** Incentives Counselors (ICs) will be employed by Dartmouth to:
1. Promote access to the WIP program;
 2. Help participants make decisions about health behavior changes; and
 3. Encourage the use of incentives.
- E.** The Contractor will establish an In SHAPE program, necessary for offering WIP. This includes:
1. Negotiating partnerships with community fitness facilities (gyms and other facilities that promote fitness and health);
 2. Hiring Health Mentors (see number of FTE's in Exhibit B): certified fitness trainers who provide the In SHAPE program; and
 3. They will also participate in the hiring of an Incentives Counselor, who will be employed by the Dartmouth Center for Aging Research, but will administer the WIP program at the CMHC.
- F.** The Contractor will provide space in the offices of the CMHC that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- G.** The Contractor will devise and implement a plan to provide transportation assistance to WIP participants, as specified and funded in the grant.
- H.** The Contractor will also identify a project site WIP Leader who will work with members of the WIP implementation and evaluation teams at the Bureau of Behavioral Health and Dartmouth to ensure that the project is progressing, as required by the grant.
- I.** The CMHCs will partner with WIP project members at BBH and the Dartmouth Center for Aging Research to recruit and enroll a total of:
1. 1,600 CMHC clients eligible for Medicaid in the weight management programs statewide;
 2. 2,000 CMHC clients eligible for Medicaid in the smoking education and cessation programs statewide.
- M.** The Contractor will provide the information needed for required reporting to CMS, as requested by WIP project members at BBH and the Dartmouth Center for Aging Research.

XV. DATA INFRASTRUCTURE GRANT (DIG)

- A.** BBH funding for any CMHC data infrastructure projects or activities is dependent upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B.** Agencies should seek approval from BBH before planning to use or committing any DIG or federal data infrastructure funds.
- C.** Activities that may be funded:
1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines, or
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime), or
 - c. Software and/or training purchased to improve Phoenix data collection, or
 - d. Staff training for collecting new data elements.
 2. Other activities as requested, documented, and approved.
- D.** Other conditions for payment:
1. Progress Reports received by BBH according to prior agreement with agencies will:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings, and
 - c. Include progress to meet anticipated deadlines as specified.
 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from CMHC IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and

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- c. CMHC may request other payment schedule based on documented need.

XVI. BALANCING INCENTIVE PROGRAM (BIP)

- A. The Balancing Incentive Program (BIP) federal funds are available to enhance the capacity of the Community Mental Health Centers through trainings to serve adults with Severe Mental Illness (SMI) and children with Serious Emotional Disturbance (SED). The trainings supported by this agreement involve unique specialized service models and tools that will improve the core competencies of provider staff to utilize practices that are proven successful in improving outcomes for individuals served and keeping those in need of behavioral health long-term services and supports in their communities and out of institutions.
- B. **Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

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

A. General Requirements

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 Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
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 mental health agency for services. The provision of PATH outreach services may require a lengthy engagement process.
3. The Contractor shall provide an identified full time equivalency PATH worker to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Office of Homeless Housing and Transportation Services.
5. The Contractor will comply with all reporting requirements under the PATH Grant.
6. The PATH worker will 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 will 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.
7. As part of the PATH outreach process the PATH worker will 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

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individual locate emergency and/or permanent housing and mental health treatment.

- B. Payment Method:** The Contractor shall draw down these funds by submitting monthly invoices ("green sheets") to BBH.

FY14 Region 10 Exhibit A (DCYF,ACT,ES,EDI,MIPCD,DIG,BIP,PATH)

3/27/2013

FY14 SCOPE OF SERVICE REPORT

AGENCY: CLM Center for Life Management

DATE PREPARED: 3/29/13

PREPARED BY: LISA K. MADDEN

Type	Cost Center Number	PROGRAM NAME	PHOENIX INPUT AGENCY NUMBER(S)	Location	CASELOAD/CAPACITY	SUBCONTRACTED YES / NO / PARTIALLY	START DATE	DATE OF SERVICE COMPLETION
CHILDREN/ADOLESCENTS	101	Child, Adolescent and Family Services	101	Various Community Locations	N/A	No	7/1/13	6/30/14
CHILDREN/ADOLESCENTS	201	Child, Adolescent and Family Services	101	Outpatient Sites	N/A	No	7/1/13	6/30/14
CHILDREN/ADOLESCENTS	301	Child, Adolescent and Family Services	101	10 Tsienneto Road, Derry NH 03038	N/A	No	7/1/13	6/30/14
CHILDREN/ADOLESCENTS	401	Child, Adolescent and Family Services	101	44 Stiles Road, Salem NH 03079	N/A	No	7/1/13	6/30/14
CHILDREN/ADOLESCENTS	501	Child, Adolescent and Family Services	101	218 East Road, Hampstead NH 03841	N/A	No	7/1/13	6/30/14
EMERGENCY SERVICES/ ASSESSMENT	104	Emergency Services	104	Various Community Locations	N/A	No	7/1/13	6/30/14
EMERGENCY SERVICES/ ASSESSMENT	204	Emergency Services	104	Parkland Medical Center, One Parkland Drive Derry, NH	N/A	No	7/1/13	6/30/14
EMERGENCY SERVICES/ ASSESSMENT	304	Emergency Services	104	10 Tsienneto Road, Derry NH 03038	N/A	No	7/1/13	6/30/14
VOCATIONAL SERVICES	109	Vocational Services	109	Various Community Locations	N/A	No	7/1/13	6/30/14
SERVICES TO NON-ELIGIBLES	112	Adult Outpatient	112	Various community locations	n/a	no	7/1/13	6/30/14
SERVICES TO NON-ELIGIBLES	212	Adult Outpatient	112	10 Tsienneto Road, Derry NH 03038	n/a	no	7/1/13	6/30/14
SERVICES TO NON-ELIGIBLES	312	Adult Outpatient	112	44 Stiles Road, Salem NH 03079	n/a	no	7/1/13	6/30/14
SERVICES TO NON-ELIGIBLES	412	Adult Outpatient	112	218 East Road, Hampstead, NH 03841	n/a	no	7/1/13	6/30/14
MULTI-SERVICE TEAM	113	Multi-service team	113	Various Community Locations	N/A	no	7/1/13	6/30/14
MULTI-SERVICE TEAM	213	Multi-service team	113	10 Tsienneto Road, Derry NH 03038	N/A	no	7/1/13	6/30/14
MULTI-SERVICE TEAM	313	Multi-service team	113	44 Stiles Road, Salem NH 03079	N/A	no	7/1/13	6/30/14
MULTI-SERVICE TEAM	413	Multi-service team	113	218 East Road, Hampstead, NH 03841	N/A	no	7/1/13	6/30/14
MULTI-SERVICE TEAM	513	Multi-service team	113	8 Howard Street, Salem NH 03079	N/A	no	7/1/13	6/30/14
ACT TEAM	114	ACT	114	Various Community Locations	50	no	7/1/13	6/30/14

Type	Cost Center Number	Program Name	PHOENIX INPUT AGENCY NUMBER(S)	Location	CASELOAD/CAPACITY	SUBCONTRACTED YES / NO / PARTIALLY	START DATE	DATE OF SERVICE COMPLETION
ACT TEAM	214	ACT	114	10 Tsienneto Road, Derry NH 03038	50	no	7/1/13	6/30/14
ACT TEAM	314	ACT	114	8 Howard Street, Salem NH 03079	50	no	7/1/13	6/30/14
COMMUNITY RESIDENCE	122	Beaver Lake Lodge	122	28 North Shore Road, Derry NH 03038	15	No	7/1/13	6/30/14
OTHER (NON-BBH)	199	TMS	199	10 Tsienneto Road, Derry NH 03038	N/A	No	7/1/13	6/30/14
OTHER (NON-BBH)	299	Integrated Care	199	Various Community Locations	N/A	No	7/1/13	6/30/14

Part IIA: Services to Adults in State Supported Programs Number of Clients Served

CLM Center for Life Management

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

(ALL numbers	100	102	103	104 Emerg. Svcs.	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non-Eligibles	113 Multi Service Team	114 ACT Team	*Unduplic ated Totals
Cumulative YTD)	Maint	Older Adults	Intake	Assessm ent										
1) Unduplicated number of SPMI clients served in program		67		113				109			10	409	49	452
2) Unduplicated number of SMI clients served in program		10		67				24			88	162	9	176
3) Unduplicated number of low utilizer served in program														
4) Unduplicated number of non eligible adult clients served in program		237		743							1841	48		2546
5) TOTAL unduplicated number served in program YTD (add #'s 1-4)	0	321	0	927	0	0	0	133	0	0	1941	639	58	3199
*Total of Adults for all Agency services, including those who may receive only housing services in PART IIIA														

Part IIB: Services to Adults in State Supported Programs Units/Days of Service

CLM Center for Life Management

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

NOTE: Brief /DRF: Report Clinical units in top and patient days in the bottom of block. **IPH and RPH:** Units top, Half day middle, Full days bottom.

	100	102	103	104	106	107	108	109	110	111	112	113	114	Totals
	Maint	Older Adults	Intake	Assessment Emerg. Svcs.	Brief/DRF	IPH	RPH	Voc	Case Mgt.	Social Club Peer/Supp.	Services to Non-Eligibles	Multi-Service Team	ACT TEAM	
1) Units of service to SPMI clients		16323		1445	U	U	U	10267	Do		172	102944	12771	U 143922 H D
2) Units of service to SMI clients		609		924	U	U	U	1941	No		843	21385	3300	U 29002 H D
3) Units of service to low utilizer clients		57		53	U	U	U		t			1051		U 1161 H D
4) Units of service to non eligible adult clients		5766		7129	U	U	U		U		47776	630	29	U 61330 H D
5) TOTAL units of service (add #'s 1-4)	0	22755	0	9551	U	U	U	12208	S	0	48791	126010	16100	U 235415 H D
6) Average daily census in program					D	D	D		e					

Part IIC: Services to **Children** in State Supported Programs
Number of **Children** Served

CLM Center for Life Management

Name of Agency

FY2014 4th Quarter

Reporting Period (year/quarter)

(ALL numbers	100	101	103	104 Emerg. Assessme nt Svcs.	106 Brief / DRF	107 IPH	108 RPH	109 Voc	110 Case Mgt.	111 Social Club Peer/Supp.	112 Services to Non- Eligibles	113 Multi Service Team	114 ACT Team	*Unduplic ated Totals
Cumulative YTD)	Maint	Children	Intake											
1) Unduplicated number of children SED		626		56					Do					626
2) Unduplicated number of children SED Interagency		582		86					No					590
3) Unduplicated number of non eligible children		364		148					t					
4) TOTAL unduplicated number served in program YTD(add #'s 1-3)		1572		290					Use					457
*Total of Children for all Agency services, including those who may receive only housing services in PART IIIA	0	1572	0	290	0	0	0	0	0	0	0	0	0	1673

Part IID: Services to Children in State Supported Programs Units/Days of Service

CLM Center for Life Management

FY2014 4th Quarter

Name of Agency

Reporting Period (year/quarter)

	100	101	103	104 Emerg. Svcs.	Assessme nt	Brief / DRF	IPH	RPH	Voc	Case Mgt.	Social Club Peer/Supp.	Services to Non- Eligibles	Multi Service Team	ACT Team	Totals
(All Numbers Cumulative YTD)	Maint	Children	Intake												
1) Units of service to children SED		41678		534	U	U	U								U 42212 H 0 D 0
2) Units of service to children SED interagency		75490		873	U	H	U								U 76363 H 0 D 0
3) Units of service to Non-Eligible Children		10717		1301	U	H	U								U 12018 H 0 D 0
4) TOTAL services (add #s 1-3)	0	127885	0	2708	U	U	U	0	0	0	0	0	0	0	U 130593 H 0 D 0
5) Average daily census in program															

NOTE: Brief / DRF: Report Clinical units in top and patient days in the bottom of block.
IPH and RPH: Units top, Half day middle, Full days bottom. For all other cost centers
report units only in the Top Block.

Part IIE: Specialized Units of Services to Adults and Children

CLM Center for Life Management

Name of Agency

FY2014 4th Quarter

Reporting Period (Year/Quarter)

ADULTS

CHILDREN

(ALL Numbers Cumulative YTD)

(ALL Numbers Cumulative YTD)

1) Units of service to SPMI

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
116,470	3,795	20,873	82,390

Medicaid Billable	Case Mgt Direct	Case Mgt Indirect	FSS
21,830	940	5,640	9,730

5) Units of service to SED

2) Units of service to SMI

15,810	901	5,856	7,164

48,970	2,300	14,950	30,812

6) Units of service to SED I/A

3) Units of service to Low Utilizer

250	48	216	

231			

7) Units of service to OTHER

4) Units of service to Non-Eligible

7,630

NOTE: Case Management Direct is face-to face or telephone communication with the eligible client and/or guardian.

Case Management Indirect is all other Targeted Case Management billable activity.

Lines 1-4: Units of service to Adult SPMI (Line 1), SMI (Line 2), Low Utilizers (Line 3), Non-Eligible (Line 4). Lines 5-7: Units of service to Children SED (Line 5), SED I/A (Line 6), Other (Line 7).

NOTE: To define Medicaid billable units, use Medicaid billable units in fifteen (15) minute increments. With regard to event-based billing, provide the actual number of fifteen (15) minute units rendered and documented in the record. For example, a comprehensive med check is an event based code, but may take thirty (30) minutes [two (2) units] of time. We would expect you to report two (2) units, not one (1) event. With regard to per diem FSS, we would expect you to report total direct care FSS units delivered by residential staff, rather than one (1) per diem event.

PART IIIA: Program Information - Clients Served

CLM Center for Life Management

Name of Agency

FY2014 4th Quarter

Community Residence
(by location)

Reporting Period (Year/quarter)

	116	118	122	#1	#2	#3	#4	C.R. Total	Supportive Living	Supportive Living	Independent Housing	Total for All Housing
Crisis/Respite												
Number served YTD			15					15			55	70
1) SPMI								0				
2) SMI								0				
3) Low Utilizer								0				
4) Non Eligible Adults								0				
5) Children SED								0				
6) Children SED Interagency								0				
7) Non-Eligible Children								0				
8) Total Unduplicated numbers served YTD (Please enter your unduplicate totals)			15								55	70
9) Number of Clients/ beginning of quarter			15					15			55	70
10) Number of Admissions/ current quarter								0				
11) Number discharged/ current quarter								0				
12) Number of clients in residence at end of current quarter			15					15			55	70

PART IIIB: Program Information: Potential/Total Client Days

CLM Center for Life Management

FY2014 4th Quarter

Name of Agency

Community Residence

Reporting Period (year/quarter)

	116 Crisis/ Respite	118 APRTP	122 #1	222 #2	322 #3	422 #4	C.R. Total	123 Supportive Living	223 Supportive Living	124 Independent Housing	Total
1) Number of locations			1				1			55	56
2) Number of beds available			15				15			55	70
3) Potential Client Days YTD											
Client Days YTD			5,475				5,475	D			5,475
4) SPMI			5,442				5,442	D			5,442
5) SMI								D			
6) Low Utilizer								D			
7) Non Eligible Adults								D			
8) Children-SED								D			
9) Children SED Interagency								D			
10) Non -Eligible Children								D			
11) Total Days/Units YTD (add #s 4-10)	0	0	5,442	0	0	0	5,442	D	0	0	5,442

(FSS Units on top, client days on bottom for Crisis/Respite & APRTP. Supportive Living & Independent Housing report Units only as we will be able to determine days from Phoenix. For Community Residence report day only)

EXHIBIT B

METHODS OF PAYMENT

1. Subject to the availability of State and Federal funds, and in consideration for the satisfactory completion of the services to be performed under this Agreement, the Bureau of Behavioral Health (BBH) agrees to fund the Contractor for services as set forth in Exhibit A. Of the Price Limit in Block 1.8. of the General Provisions, the funds for services shall be governed by the provisions of Exhibits A, B, C, D, E, F, G, H, I and J. In no event shall the total of initial and monthly payments exceed the maximum Price Limitation in Block 1.8. of the General Provisions of this Agreement. Upon written notice to the Contractor, BBH may reduce State funds allocated under this Agreement as necessary for BBH to meet its obligations reflected in the final FY14 budget appropriation for BBH by the New Hampshire General Court.

2. The Contractor shall pursue any and all appropriate sources of funds that are applicable to funding of the service(s).

3. For the purpose of billing, a Unit of Service is a period of time during which services are rendered. Where units refer to a specific length of time, units are reimbursed in whole units and time of services is rounded to the nearest whole unit. Unless otherwise stated in rules, fifteen-minute units are reimbursed as follows:

DIRECT SERVICE TIME	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

4. A Day of Service shall mean a 24-hour period for a resident either in a Designated Receiving Facility or Housing Services.

5. A minimum of eight (8) units of service shall be provided to each consumer per half day of program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization and a minimum of twelve (12) units of service shall be provided to each consumer per program day for Intensive Partial Hospitalization and Restorative Partial Hospitalization.

6. All reports required pursuant to this Agreement are due to BBH within timeframes specified by BBH. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period until the Contractor submits reports to BBH's satisfaction, unless a waiver has been granted. BBH may withhold, in whole or in part, any of the amount identified in Block 1.8. of the General Provisions for the ensuing Agreement period.

7. The following Program funds shall only be expended by the Contractor as directed by the BBH. Failure to expend Program funds as directed may, at the discretion of BBH, result in financial penalties not greater than the amount of the directed expenditure:

Homeless and Housing Federal Grant	\$ 29,500
Division for Children Youth and Families Consultation	1,770
Emergency Services	141,185
Medicaid Incentive for the Prevention of Chronic Disease	154,602
Assertive Community Treatment Team	80,000
Balancing Incentive Program	100,000
Data Infrastructure Grant	10,000
Employment Development Initiative	1,500
Total	\$518,557

8. The amount of funding listed in the table above for Emergency Services reimbursement is provisional. In the event that Medicaid Expansion occurs in New Hampshire under the Affordable Care Act, BBH may reduce this amount propor-

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tionately. In the event that BBH proposes to do so, the Contractor shall be notified by BBH no less than thirty (30) days in advance of any proposed reduction and given an opportunity to discuss the magnitude and/or the timing thereof.

9. Division for Children, Youth & Family (DCYF) funds are to be used by the CMHC to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF. The rate will be \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.

10. Promptly after the Effective Date of this Agreement, BBH may make an initial payment to the Contractor of an amount determined by BBH to be necessary to initiate services. Thereafter, BBH may make monthly payments to the Contractor of either pro rata portions of the balance of the maximum price limitation or, based upon documented cash needs as submitted by the Contractor and approved by BBH, such other amounts as BBH determines are necessary to maintain services. Monthly payments shall be adjusted for expenditures set forth in Paragraph 8. above and amounts paid to initiate services.

11. BBH 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.

12. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.

13. This Agreement is funded by the New Hampshire General Fund and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:

NH General Fund: \$222,955

Federal Funds: \$295,602

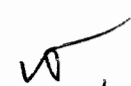
CFDA #: 93.150
Federal Agency: U.S. Department of Health and Human Services
Program Title: Projects for Assistance in Transition from Homelessness (PATH) P.L. 101-645
Amount: \$29,500

CFDA #: 93.243
Federal Agency: U.S. Department of Health and Human Services
Program Title: Special Initiative for State Mental Health Authorities to Address the Impact of the Economic Downturn through Employment Development (EDI)
Amount: \$1,500

CFDA #: 93.243
Federal Agency: U.S. Department of Health and Human Services
Program Title: NH Mental Health Data Infrastructure Quality Improvement Project (DIG)
Amount: \$10,000

CFDA #: 93.536
Federal Agency: U.S. Department of Health and Human Services
Program Title: Medicaid Incentives for Prevention of Chronic Diseases (MIPCD)
Amount: \$154,602

CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services
Program Title: Balancing Incentive Program (BIP)
Amount: \$100,000

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14. List of State account numbers as referenced in Block 1.6. of the General Provisions form P37:

05-95-92-920010-5945-102
05-95-42-403010-2958-550
05-95-92-920010-1858-502
05-95-92-920010-2087-102
05-95-92-920010-7851-102
05-95-42-423010-7926-102
05-95-49-490510-2985-102

FY14 EXHIBIT B CMHC Region 10

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EXHIBIT C
SPECIAL PROVISIONS

These Provisions expand upon the General Provisions [Form P-37] of this Agreement.

A. 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.

B. 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.

C. 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 Bureau of Behavioral Health (BBH) upon request.

7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or BBH. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.

7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.

7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.14. 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;

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- 8.1.4.** Failure to either justify or correct material findings noted in a BBH 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 BBH's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10.** Failure to attain the performance standards established in Exhibit A., Section IV.;
- 8.1.11.** Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12.** Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13.** Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IV., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, IV., A. 2.) for two (2) consecutive months during the contract period; or
- 8.1.14.** Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, IV.) for three (3) consecutive months during the contract period.

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

- 8.2.5.** Reduce or eliminate certain funded services and withhold any funds related to the provision of those services.
- 8.2.6.** Require the Contractor to pay to the State, as liquidated damages, the sum of \$250 in the event that the Contractor has not made available a face-to-face appointment for a consumer leaving New Hampshire Hospital who desires 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. The parties agree that it would be impracticable and extremely difficult to ascertain the amount of actual damages caused by the Contractor's failure to make available an appointment after discharge. The parties agree that this liquidated damages provision represents reasonable compensation for the loss incurred by this breach. The Contractor also agrees that nothing in this section is intended to limit the right of the State to obtain injunctive and other relief as may be appropriate. The State may forward the sum of \$250 to the consumer for whom the Contractor failed to make an appointment available.
- 8.2.7.** Give the Contractor written notice of default in the event that the Contractor has failed to

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maintain Fiscal Integrity performance standards as specified in Exhibit C, Paragraph D., and Subparagraph 8.1.12. or 8.1.13. The notice shall require the Contractor, within thirty (30) 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:

8.2.7.1. Require the Contractor to submit an additional corrective action plan within fifteen (15) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

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

8.2.7.3. 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.

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

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

G. 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 as defined in the budget instructions and accounting guidelines and statistical reporting form instructions as specified in Exhibits A and C. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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

9.5.1. For fiscal reports, the Contractor shall submit within thirty (30) days after the end of each month a Balance Sheet and a Profit/Loss Statement. Contractors shall also submit quarterly reports, including: Quarterly Functional Revenues and Expenses Report, Quarterly Statistical Reports, a Cash Flow Statement, and a Line of Credit Statement in the specified electronic format as prescribed by BBH. All quarterly reports are due within thirty (30) days of the end of the reporting period.

9.5.1.1. The monthly Balance Sheet and Profit & Loss Statements, as well as, the Quarterly Functional Revenues and Expenses Report, 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.

9.5.1.2. The Functional Revenues and Expenses Report 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.

9.5.1.3. The Contractor shall maintain detailed fiscal records meeting all the requirements specified in the budget instructions and accounting guidelines. Such fiscal records shall be supported

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

9.5.1.5. On or before November 1, 2013, the Contractor shall deliver to BBH, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2013, including the funds received under the fiscal year 2013 Agreement

9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds five hundred thousand dollars (\$500,000) 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 for fiscal years ending on or after December 31, 2003.

9.5.2. The Contractor shall submit Phoenix data in the .csv format on the fifteenth (15th) of each month unless otherwise agreed to by BBH.

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 BBH contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and

9.5.3.3. Submit to BBH all reasonable additional reports and data files as requested on such schedule and in such electronic format that BBH shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.

9.5.3.4. The Contractor agrees to submit to BBH reports on high profile and sentinel events in accordance with the Division of Community Based Care Services policy.

H. Add the following regarding "Termination" to Paragraph 10:

10.1. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by BBH 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 BBH.

10.2. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by BBH shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by BBH as a result of the Contractor's breach of its' obligations hereunder.

10.3. The Contractor shall notify BBH if it expects to be generally unable to provide services as the result of a

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natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that BBH 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 BBH 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.

I. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:
ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of BBH. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. BBH approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining BBH's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to BBH for approval and obtain BBH's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of BBH to respond to the approval request within thirty (30) business days shall be deemed approval.

12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by BBH in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by BBH for the Contractor in Exhibit A. The Contractor will notify BBH 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 BBH'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, BBH approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, BBH 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 BBH's obligations under this Agreement null and void unless, prior to the merger, BBH 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, BBH 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, BBH's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, BBH shall agree in writing to maintain the Agreement with the Contractor. Should BBH agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

J. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:

13.2. The Contractor shall promptly notify the Bureau Administrator of BBH of any and all actions or claims re-

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lated to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

- K.** If the Price Limit in Paragraph 1.8., of the General Provisions is greater than two hundred fifty thousand dollars (\$250,000), 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 than two million dollars (\$2,000,000) per claim or occurrence; and

- L.** 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 BBH 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.

- M.** 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

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National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

22.5. Notwithstanding those prior contracts, BBH 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 BBH in advance. The Contractor shall provide BBH 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. BBH 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 BBH finds that eligible persons will probably benefit, BBH shall approve the disposition. If BBH finds that eligible persons probably will not benefit, BBH may disapprove the disposition. Failure by BBH 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 BBH does not approve of the disposition, the Contractor and BBH 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, BBH and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.

22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.

22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.

22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of BBH shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

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22.13. The Contractor agrees that it is a breach of this Agreement 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 Agreement. The State may terminate this Agreement and any Sub-Contractor 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.

EXHIBIT C FY14 CMHC

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NH Department of Health and Human Services

STANDARD EXHIBIT D

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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.

CLM Center for Life Management

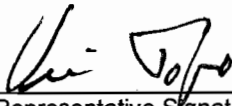
From: 7/1/2013 To: 6/30/2014

(Contractor Name)

(Period Covered by this Certification)

Vic Topo, President/CEO

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

3/27/2013

(Date)

Contractor Initials: 

Date: 3/27/2013

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

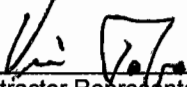
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 07-01-13 through 06-30-14

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

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

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


 (Contractor Representative Signature)

Vic Topo, President/CEO
 (Authorized Contractor Representative Name & Title)

CLM Center for Life Management
 (Contractor Name)

3/27/2013
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

**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.

Contractor Initials: VS

Date: 3/27/2013

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

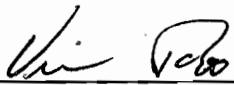
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.


(Contractor Representative Signature)

Vic Topo, President/CEO
(Authorized Contractor Representative Name & Title)

CLM Center for Life Management
(Contractor Name)

3/27/2013
(Date)

Contractor Initials: 

Date: 3/27/2013

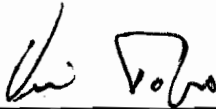
NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature)

Vic Topo, President/CEO

(Authorized Contractor Representative Name & Title)

CLM Center for Life Management

(Contractor Name)

3/27/2013

(Date)

Contractor Initials: 

Date: 3/27/2013

NH Department of Health and Human Services

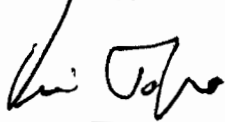
STANDARD EXHIBIT H

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 Representative Signature)

Vic Topo, President/CEO

(Authorized Contractor Representative Name & Title)

CLM Center for Life Management

(Contractor Name)

3/27/2013

(Date)

Contractor Initials: 

Date: 3/27/2013

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

NH DHHS, Div of Community Based Care Services
Bureau of Behavioral Health
The State Agency Name

CLM Center for Life Management
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Vic Topo
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Vic Topo
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

President/CEO
Title of Authorized Representative

16 May 2013
Date

3/27/2013
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

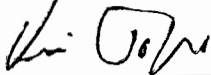
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

	Vic Topo, President/CEO
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
CLM Center for Life Management	3/27/2013
(Contractor Name)	(Date)

Contractor initials: 
Date: 3/27/2013
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NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 085573541

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

☒ NO

☐ YES

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

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

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

☐ NO

☐ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: W

Date: 3/27/2013

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MELANSON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

102 Perimeter Road
Nashua, NH 03063-1301
Tel (603) 882-1111 • Fax (603) 882-9456
www.melansonheath.com

INDEPENDENT AUDITORS' REPORT

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

We have audited the accompanying consolidated statements of financial position of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management ("the Agency") (a nonprofit organization) and its affiliates as of June 30, 2012 and 2011, and the related consolidated statements of activities, statements of functional expenses and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Agency's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinions.

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 its affiliates as of June 30, 2012 and 2011, and the changes in their net assets and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued a report dated September 28, 2012, on our consideration of the Center for Life Management's internal control over financial reporting and on our tests of its compliance with certain provisions of

Additional Offices:

Andover, MA • Greenfield, MA • Ellsworth, ME • Manchester, NH

laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 15 - 21 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Melanson, Heath + Company P.C.
Nashua, New Hampshire
September 28, 2012

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, 2012 and 2011

ASSETS

	<u>2012</u>	<u>2011</u>
Current Assets:		
Cash	\$ 511,446	\$ 212,320
Restricted cash	88,870	80,270
Accounts receivable, net	842,498	822,112
Other receivables	173,951	90,279
Prepaid expenses	54,331	52,944
Total Current Assets	1,671,096	1,257,925
Property and equipment, net	4,585,907	4,938,545
Finance costs, net	380,611	371,777
Total Assets	\$ 6,637,614	\$ 6,568,247

LIABILITIES AND NET ASSETS

	<u>2012</u>	<u>2011</u>
Current Liabilities:		
Accounts payable	\$ 221,040	\$ 238,464
Accrued payroll and related taxes payable	143,747	110,341
Accrued vacation	269,011	268,140
Accrued interest	48,440	83,090
Accrued expenses	28,084	48,646
Deferred revenue	12,000	-
Line of credit	200,000	-
Current portion of long-term debt	107,449	391,187
Total Current Liabilities	1,029,771	1,139,868
Non-Current Liabilities:		
Long-term debt, net of current portion	3,442,070	3,500,000
Total Liabilities	4,471,841	4,639,868
Net Assets - unrestricted	2,165,773	1,928,379
Total Liabilities and Net Assets	\$ 6,637,614	\$ 6,568,247

See accompanying notes to the financial statements.

THE MENTAL HEALTH CENTER FOR
SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Activities
For the Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<u>Public Support and Revenues:</u>		
Public Support:		
Federal	\$ 872,657	\$ 640,713
State of New Hampshire - BBH	84,607	83,000
State and local funding	47,400	50,900
Other public support	43,499	75,107
Total Public Support	<u>1,048,163</u>	<u>849,720</u>
<u>Revenues:</u>		
Program service fees	9,673,849	9,649,779
Other service income	335,457	279,005
Rental income	80,271	79,754
Other	60,794	6,763
Total Revenues	<u>10,150,371</u>	<u>10,015,301</u>
Total Public Support and Revenues	11,198,534	10,865,021
<u>Expenses:</u>		
BBH funded program services -		
Children	2,969,606	3,254,839
Elders	256,063	254,618
Vocational	299,238	362,068
Beaver Lake Lodge	794,428	876,012
Multi-Service	1,394,309	1,615,685
Acute Care	621,114	702,908
Independent Living	1,624,852	1,306,770
Assertive Community Treatment	435,298	52,001
Non-Specialized Outpatient	1,385,730	1,516,058
Non-BBH funded program services	<u>282,498</u>	<u>99,664</u>
Total Program Expenses	10,063,136	10,040,623
Administrative Expenses	<u>898,004</u>	<u>817,407</u>
Total Expenses	<u>10,961,140</u>	<u>10,858,030</u>
Change in net assets	237,394	6,991
Net assets at beginning of year	<u>1,928,379</u>	<u>1,921,388</u>
Net assets at end of year	<u>\$ 2,165,773</u>	<u>\$ 1,928,379</u>

See accompanying notes to the 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
For the Years Ended June 30, 2012 and 2011

	2012			2011		
	Program Services	Admin- istrative	Total Agency	Program Services	Admin- istrative	Total Agency
Personnel Costs:						
Salary and wages	\$ 6,341,624	\$ 572,888	\$ 6,914,512	\$ 6,320,429	\$ 484,410	\$ 6,804,839
Employee benefits	1,107,981	87,230	1,195,211	1,254,155	107,155	1,361,310
Payroll taxes	440,098	49,368	489,466	438,420	37,258	475,678
Accounting/audit fees	47,313	4,040	51,353	46,229	6,699	52,928
Advertising	8,271	415	8,686	7,248	232	7,480
Conferences, conventions, and meetings	18,113	9,776	27,889	6,633	4,499	11,132
Depreciation/amortization	234,364	17,474	251,838	233,712	19,937	253,649
Equipment maintenance	17,411	1,125	18,536	12,337	749	13,086
Equipment rental	32,907	2,891	35,798	29,761	3,455	33,216
Insurance	78,446	6,183	84,629	76,614	9,064	85,678
Interest expense	119,280	13,244	132,524	164,571	23,600	188,171
Legal fees	57,794	4,889	62,683	67,296	5,738	73,034
Membership dues	28,905	2,595	31,500	25,786	2,848	28,634
Occupancy expenses	726,416	22,525	748,941	620,085	28,080	648,165
Office expenses	167,837	28,261	196,098	179,149	29,020	208,169
Other expenses	24,829	5,381	30,210	75,348	10,538	85,886
Other professional fees	316,782	59,166	375,948	225,071	39,317	264,388
Program supplies	120,845	8,606	129,451	81,755	2,193	83,948
Travel	173,920	1,947	175,867	176,024	2,615	178,639
	10,063,136	898,004	10,961,140	10,040,623	817,407	10,858,030
Administrative Allocation	898,004	(898,004)	-	817,407	(817,407)	-
Total Expenses	\$ 10,961,140	\$ -	\$ 10,961,140	\$ 10,858,030	\$ -	\$ 10,858,030

See accompanying notes to the 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
For the Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Cash Flows from Operating Activities:		
Change in net assets	\$ 237,394	\$ 6,991
Adjustments to reconcile net income to net cash provided by operations:		
Depreciation and amortization	251,838	253,649
Gain on sale/disposal of assets	(35,650)	-
(Increase) decrease in:		
Restricted cash	(8,600)	-
Accounts receivable	(20,386)	(69,908)
Other receivables	(83,672)	(20,113)
Prepaid expenses	(1,387)	(5,979)
Increase (decrease) in:		
Accounts payable and accrued liabilities	(38,359)	(3,697)
Deferred revenue	<u>12,000</u>	<u>-</u>
Net Cash Provided by Operating Activities	313,178	160,943
Cash Flows from Investing Activities:		
Proceeds from sale of property	200,000	-
Purchases of property and equipment	(47,684)	(119,334)
Closing costs	<u>(24,700)</u>	<u>-</u>
Net Cash Provided by (Used in) Investing Activities	127,616	(119,334)
Cash Flows from Financing Activities:		
Net borrowings (payments) on line of credit	200,000	(250,000)
Principal payments on long-term debt	<u>(341,668)</u>	<u>(81,654)</u>
Net Cash Used in Financing Activities	<u>(141,668)</u>	<u>(331,654)</u>
Net Increase (Decrease) in Cash	299,126	(290,045)
Cash, Beginning of Year	<u>212,320</u>	<u>502,365</u>
Cash, End of Year	<u>\$ 511,446</u>	<u>\$ 212,320</u>
Supplemental disclosures		
Interest paid	<u>\$ 153,086</u>	<u>\$ 206,417</u>
Non-cash financing	<u>\$ 100,000</u>	<u>\$ -</u>
See accompanying notes to the financial statements.		



Center for Life Management

MISSION STATEMENT

The mission of CLM Center for Life Management is to promote and advance the mental health and emotional well-being of the individuals, families, and organizations within our communities.

We accomplish this through professional, individualized, comprehensive services and by partnering with other organizations that share our philosophy.

KEY ADMINISTRATIVE PERSONNEL - FY2014

CLM CENTER FOR LIFE MANAGEMENT

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Victor Topo	1.00	\$ 141,335.00	\$ 45,404.53	32%
Chief Financial Officer	Michael Bergeron	1.00	\$ 113,859.00	\$ 36,577.73	32%
Medical Director	Kevin Dicesare	1.00	\$ 193,203.00	\$ 62,067.36	32%
Chief Operations Officer	Lisa Madden	1.00	\$ 105,711.00	\$ 33,960.15	32%

VICTOR TOPO

President/Chief Executive Officer

Successful 28-year career as clinician, manager and CEO in community mental health organizations located in Ohio and New Hampshire. Proven ability to lead board and staff with a persistent focus on mission and achieving results. Talent for exploring new and innovative approaches to delivering traditional and non-traditional behavioral health care. Possess wide range of knowledge and experience with all service populations, especially vulnerable persons at high risk. Strengths include:

- Operations
- Reorganization and Reinvention
- Team building and leadership
- Strategic planning
- Board Collaboration
- Joint ventures and strategic partnerships
- Strong relationship with funders
- Community building

Professional Experience

Center for Life Management – Derry, NH

President/Chief Executive Officer

1999 – Present

Recruited to manage 501(c) 3 comprehensive community mental health center and its title holding 501(c) 2 corporation, entitled West Rock Endowment Association. Began with revenues of 6.5 million and increased to 9 million. Restructured senior management increasing direct reports from three to six.

Key results:

- Established closer connection with surrounding community utilizing aggressive public relations strategy while also rebranding CLM in 2004.
- Guided Board of Directors towards more accountability including higher expectation from management and individual board members.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer
- Increased year after year number of persons served starting with 3,400 to nearly 6,000.
- Created and implemented strategy to integrate mental health care with physician healthcare. Integrated behavioral health services into 2 Primary Care/Pediatric Practices and one Specialty (GYN) Practice in Southern New Hampshire.
- Consolidated outpatient offices toward design and construction of new state of the art 26,000 square foot facility. Received national awards for design and use of new facility.
- Provided leadership and vision to oversee the development of a Electronic Health Record (EHR) called webAISCE. Software now includes e-prescribing and has begun acquiring Meaningful Use dollars.
- Adopted Transcranial Magnetic Stimulation (TMS) as newest neurotech treatment for Major Depressive Disorder. First free standing community mental health center in the U.S. to offer it.

Pathways, Inc. – Mentor, OH

Chief Executive Officer/Executive Director

1988 - 1999

Started with managing a small single purpose case management agency with revenues of \$486,000 and over 11 years grew revenues to 4 million by expanding services to chronically mentally ill consumers. Created senior management team and strengthened Board of Directors utilizing shared vision approach.

Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).
- Assumed leadership role in transitioning 32 long-term patients back to our community.
- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from \$38,000 in 1989 to \$431,210 in 1997.

Community Counseling Center – Ashtabula, OH

Case Management Supervisor/Case Manager

1983-1988

Provided direct services and supervision for services to severely mentally disabled persons in the community. Partnered with local private hospital as well as state hospital.

Key results:

- Transitioned consumers back into supervised and independent living.
- Recruited, trained and managed staff of five case managers.
- Designed and implemented agency's first case management program.

Education

Master of Social Work (MSW)

West Virginia University
Morgantown, WV

Bachelor of Arts (BA)

Siena College
Londonville, NY

Associate of Applied Science (AAS)

Fulton-Montgomery Community College
Johnstown, NY

Board/Leadership Positions

Heritage United Way – Board of Directors

Mental Health Commission – Co-Chair

Consumers and Families Work Group

Statewide Evidenced Based Practice Committee – Co-Chair

Greater Salem Chamber of Commerce – Board of Directors

Greater Derry/Londonderry Chamber of Commerce – Board of Directors

Greater Derry/Salem Regional Transportation Council (RTC) - Chairman, Board of Directors, Derry, NH

Greater Salem Leadership Program – Graduate, Class of 2001



BOARD OF DIRECTORS*
FY2013

July 1, 2012 to June 30, 2013

CHAIRPERSON

Elizabeth Roth

VICE CHAIRPERSON

Philip Plante

SECRETARY

Wayne D. White

Sergio Horta

Jeffrey Rind, MD

Gail Corcoran

Vic Topo

July 1, 2011 to June 30, 2014

Judi Ryan

Susan Davis

Ron Lague

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Mental Health Center for Southern New Hampshire is a New Hampshire nonprofit corporation formed April 17, 1967. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of April A.D. 2013

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

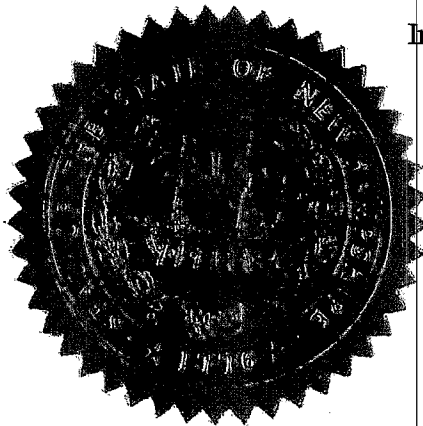
William M. Gardner
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLM CENTER FOR LIFE MANAGEMENT is a New Hampshire trade name registered on June 30, 2003 and that The Mental Health Center for Southern New Hampshire presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of April, A.D. 2013

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

William M. Gardner
Secretary of State

FY 2013 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Emergency Services/ Assessment 104	Vocational Services 109	Non-Eligibles 112
400 PROG. SERV. FEES							
401 Net client fees	1,589,159	0	1,589,159	221,588	64,932	36,715	296,125
402 HMO's	0	0	0	0	0	0	0
403 BC/BS	0	0	0	0	0	0	0
404 Medicaid	7,035,516	0	7,035,516	2,780,544	48,093	258,343	128,746
405 Medicare	603,606	0	603,606	0	1,092	0	101,676
406 Other insurance	1,780,839	0	1,780,839	677,736	62,950	0	665,208
411 Other program fees	329,928	0	329,928	53,819	220,486	0	3,819
SUBTOTAL	11,339,048	0	11,339,048	3,733,686	397,553	295,058	1,195,574
420 PROG. SALES							
421 Production	0	0	0	0	0	0	0
422 Service	0	0	0	0	0	0	0
430 PUBLIC SUPPORT							
431 United Way	0	0	0	0	0	0	0
432 Local/County Government	44,446	0	44,446	14,815	0	0	14,815
433 Donations/Contributions	0	0	0	0	0	0	0
434 Bur. Developmental Services	0	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0	0
436 Div. Voc. Rehab.	0	0	0	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0
438 Div. for Children, Youth & Families	1,770	0	1,770	1,770	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0
FEDERAL FUNDING							
440 Block Grants	0	0	0	0	0	0	0
442	0	0	0	0	0	0	0
443	0	0	0	0	0	0	0
444 HUD	581,172	0	581,172	0	0	0	0
445 Other Federal Grants	266,102	0	266,102	27,500	26,000	1,500	27,500
446 PATH	29,500	0	29,500	0	0	0	0
447	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0
OTHER REVENUE							
450 Rental Income	81,000	0	81,000	0	0	0	0
452 Interest Income	0	0	0	0	0	0	0
453 In-Kind Donations	0	0	0	0	0	0	0
454 All Other Revenue	0	0	0	0	0	0	0
BBH							
481 Bur. of Behavioral Health	221,185	0	221,185	0	141,185	0	0
482 Other BBH	0	0	0	0	0	0	0
483	0	0	0	0	0	0	0
484	0	0	0	0	0	0	0
SUBTOTAL	12,564,223	0	12,564,223	3,777,771	564,738	296,558	1,237,890
500 General Management Allocation	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES	12,564,223	0	12,564,223	3,777,771	564,738	296,558	1,237,890

FY 2013 BUDGET

	Multi-Service Team 113	ACT Team 114	Community Residence 122	Other Non-BBH 199
400 PROG. SERV. FEES				
401 Net client fees	757,433	100,541	22,862	88,962
402 HMO's	0	0	0	0
403 BC/BS	0	0	0	0
404 Medicaid	2,833,128	382,677	584,394	19,591
405 Medicare	347,495	19,208	0	134,135
406 Other insurance	145,397	16,184	0	213,365
411 Other program fees	11,319	0	486	40,000
SUBTOTAL	4,094,772	518,609	607,743	496,053
420 PROG. SALES				
421 Production	0	0	0	0
422 Service	0	0	0	0
430 PUBLIC SUPPORT				
431 United Way	0	0	0	0
432 Local/County Government	0	0	0	14,815
433 Donations/Contributions	0	0	0	0
434 Bur. Developmental Services	0	0	0	0
435 Other public support	0	0	0	0
436 Div. Voc. Rehab.	0	0	0	0
437 Div. Alc/Drug Abuse Prev & Recovery	0	0	0	0
438 Div. for Children, Youth & Families	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0
440 FEDERAL FUNDING				
441 Block Grants	0	0	0	0
442	0	0	0	0
443	0	0	0	0
444 HUD	340,172	0	241,000	0
445 Other Federal Grants	182,602	500	500	0
446 PATH	29,500	0	0	0
447	0	0	0	0
448 MHSIP	0	0	0	0
450 OTHER REVENUE				
451 Rental Income	0	0	81,000	0
452 Interest Income	0	0	0	0
453 In-Kind Donations	0	0	0	0
454 All Other Revenue	0	0	0	0
480 BBH				
481 Bur. of Behavioral Health	0	80,000	0	0
482 Other BBH	0	0	0	0
483	0	0	0	0
484	0	0	0	0
SUBTOTAL	4,647,046	599,109	930,243	510,868
500 General Management Allocation	0	0	0	0
TOTAL PROGRAM REVENUES	4,647,046	599,109	930,243	510,868

FY 2013 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Emergency Services/ Assessment 104	Vocational Services 109	Non-Eligibles 112
600 PERSONNEL COSTS							
601 Salary & Wages	7,841,143	634,022	7,207,121	2,246,631	510,874	149,100	940,209
602 Employee Benefits	1,585,734	100,371	1,485,363	452,814	73,629	35,410	177,484
603 Payroll Taxes	621,818	50,944	570,874	177,867	39,832	11,406	74,926
SUBTOTAL	10,048,695	785,337	9,263,358	2,877,312	624,335	195,916	1,192,619
610 Client Wages	0	0	0	0	0	0	0
620 PROFESSIONAL FEES							
621 Substitute Staff	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0	0
625 Audit Fees	45,002	4,389	40,613	11,886	2,532	971	5,328
626 Legal Fees	50,000	34,000	16,000	3,500	1,500	500	2,500
627 Other Prof. Fees/Consultations	491,306	152,652	338,654	97,203	20,606	7,327	49,209
630 STAFF DEV & TRAINING							
631 Journals & Publications	5,002	488	4,514	1,321	281	108	592
632 In-Service Training	5,002	488	4,514	1,321	281	108	592
633 Conferences & Conventions	11,000	1,073	9,927	2,906	619	237	1,302
634 Other Staff Development	4,500	0	4,500	1,500	500	250	500
640 OCCUPANCY COSTS							
641 Rent	552,298	11,496	540,802	14,050	5,748	0	9,792
642 Mortgage (Interest)	15,000	2,000	13,000	4,650	900	500	450
643 Heating Costs	45,000	6,304	38,696	7,704	3,152	0	5,370
644 Other Utilities	65,000	9,105	55,895	11,128	4,553	0	7,756
645 Maintenance & Repairs	25,000	3,502	21,498	4,280	1,751	0	2,983
646 Taxes	0	0	0	0	0	0	0
647 Other Occupancy Costs	60,001	8,192	51,809	10,737	4,133	108	7,155
650 CONSUMABLE SUPPLIES							
651 Office	22,003	2,146	19,857	5,811	1,238	475	2,605
652 Building/Household	15,002	1,463	13,539	3,962	844	324	1,776
653 Educational/Training	5,649	454	5,195	1,228	261	100	551
654 Production & Sales	0	0	0	0	0	0	0
655 Food	50,000	0	50,000	0	0	0	0
656 Medical	70,000	0	70,000	0	0	0	0
657 Other Consumable Supplies	30,001	2,926	27,075	7,924	1,688	647	3,552
SUBTOTAL PAGE	11,615,460	1,026,014	10,589,446	3,068,424	674,921	207,571	1,294,632

FY 2013 BUDGET

	Multi-Service Team 113	ACT Team 114	Community Residence 122	Other Non-BBH 199
600 PERSONNEL COSTS				
601 Salary & Wages	2,254,807	279,863	439,746	385,890
602 Employee Benefits	506,000	67,188	143,975	28,864
603 Payroll Taxes	181,521	21,410	34,391	29,521
SUBTOTAL	2,942,328	368,462	618,112	444,275
610 Client Wages	0	0	0	0
620 PROFESSIONAL FEES				
621 Substitute Staff	0	0	0	0
622 Client Evaluations/Services	0	0	0	0
624 Accounting	0	0	0	0
625 Audit Fees	13,468	1,230	3,158	2,040
626 Legal Fees	4,000	1,000	1,500	1,500
627 Other Prof. Fees/Consultations	113,136	10,781	25,335	15,057
630 STAFF DEV & TRAINING				
631 Journals & Publications	1,497	137	351	227
632 In-Service Training	1,497	137	351	227
633 Conferences & Conventions	3,292	301	772	498
634 Other Staff Development	1,250	500	0	0
640 OCCUPANCY COSTS				
641 Rent	460,033	1,064	18,095	32,020
642 Mortgage (Interest)	4,300	450	750	1,000
643 Heating Costs	10,984	584	9,922	981
644 Other Utilities	15,867	843	14,332	1,416
645 Maintenance & Repairs	6,103	324	5,512	545
646 Taxes	0	0	0	0
647 Other Occupancy Costs	14,922	850	12,478	1,425
650 CONSUMABLE SUPPLIES				
651 Office	6,585	601	1,544	998
652 Building/Household	4,490	410	1,053	680
653 Educational/Training	1,391	127	1,327	210
654 Production & Sales	0	0	0	0
655 Food	0	0	50,000	0
656 Medical	0	0	5,000	65,000
657 Other Consumable Supplies	8,978	820	2,106	1,360
SUBTOTAL PAGE	3,614,120	388,621	771,698	569,459

FY 2013 BUDGET

	Total Agency	Total Administration 180	Total Programs	Children & Adolescents 101	Emergency Services/ Assessment 104	Vocational Services 109	Non-Eligibles 112
Total Carried Forward	11,615,460	1,026,014	10,589,446	3,068,424	674,921	207,571	1,294,632
700 Advertising	9,002	878	8,124	2,377	506	194	1,066
710 Printing	15,002	1,463	13,539	3,962	844	324	1,776
720 Telephone/Communication	120,501	16,730	103,771	20,955	8,392	76	14,375
730 Postage/Shipping	20,000	1,950	18,050	5,283	1,125	432	2,368
740 TRANSPORTATION							
741 Board Members	0	0	0	0	0	0	0
742 Staff	90,000	0	90,000	27,500	2,000	8,500	3,500
743 Clients	103,999	0	103,999	28,500	6,500	4,200	0
744 Delivery Products	0	0	0	0	0	0	0
750 ASSIST.TO INDIVIDUALS							
751 Client Services	0	0	0	0	0	0	0
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	19,999	472	19,527	5,488	1,000	287	3,270
762 Vehicles	3,640	0	3,640	0	0	182	0
763 Comprehensive, Property & Liability	60,587	8,184	52,403	10,809	4,176	101	7,242
800 OTHER EXPENDITURES							
801 Interest Expense (other than Mortgage Interest)	6,001	585	5,416	1,585	338	129	710
802 In-Kind Expense	0	0	0	0	0	0	0
803 Depreciation- Equipment	115,000	11,215	103,785	30,376	6,470	2,481	13,616
804 Depreciation, Building	115,000	11,215	103,785	30,376	6,470	2,481	13,616
805 Equipment Rental	30,000	1,491	28,509	9,043	1,499	905	3,694
806 Equipment Maintenance	18,000	554	17,445	3,411	557	336	1,373
807 Membership Dues	25,000	6,500	18,500	5,500	1,500	500	1,000
810 Other Expenditures	197,031	18,335	178,696	52,299	11,140	4,272	23,443
TOTAL EXPENSES	12,564,223	1,105,587	11,458,636	3,305,889	727,437	232,972	1,385,681
900 Administrative Allocation	0	(1,105,587)	1,105,587	318,969	70,187	22,478	133,698
TOTAL PROGRAM EXPENSES	12,564,223	0	12,564,223	3,624,858	797,624	255,450	1,519,379
SURPLUS/(DEFICIT)	0	(0)	0	152,914	(232,886)	41,108	(281,489)
Total Revenue - Total Expense (line 49 - 115)							

FY 2013 BUDGET

	Multi-Service Team 113	ACT Team 114	Community Residence 122	Other Non-BBH 199
Total Carried Forward	3,614,120	388,621	771,698	569,459
700 Advertising	2,694	246	632	409
710 Printing	4,490	410	1,053	680
720 Telephone/Communication	29,607	1,614	26,044	2,708
730 Postage/Shipping	5,985	547	1,404	906
740 TRANSPORTATION				
741 Board Members	0	0	0	0
742 Staff	33,000	12,000	1,000	2,500
743 Clients	40,300	4,100	20,399	0
744 Delivery Products	0	0	0	0
750 ASSIST.TO INDIVIDUALS				
751 Client Services	0	0	0	0
752 Clothing	0	0	0	0
760 INSURANCE				
761 Malpractice & Bonding	6,084	812	1,295	1,292
762 Vehicles	1,456	728	1,274	0
763 Comprehensive, Property & Liability	15,006	843	12,892	1,333
800 OTHER EXPENDITURES				
801 Interest Expense (other than Mortgage Interest)	1,796	164	421	273
802 In-Kind Expense	0	0	0	0
803 Depreciation, Equipment	34,417	3,143	8,071	5,211
804 Depreciation, Building	34,417	3,143	8,071	5,211
805 Equipment Rental	9,265	906	2,431	765
806 Equipment Maintenance	3,494	337	903	7,034
807 Membership Dues	6,750	1,500	1,500	250
810 Other Expenditures	59,259	5,411	13,897	8,975
TOTAL EXPENSES	3,902,140	424,524	872,985	607,007
900 Administrative Allocation	376,498	40,960	84,230	58,567
TOTAL PROGRAM EXPENSES	4,278,638	465,484	957,216	665,574
SURPLUS/(DEFICIT)				
Total Revenue - Total Expense (line 49 - 115)	368,408	133,625	(26,973)	(154,706)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2012

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

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

PRODUCER Fred C. Church, Inc. 41 Wellman Street Lowell, MA 01851 (800) 225-1865	CONTACT NAME: Sharon Lambert	
	PHONE (A/C, No, Ext): 978 3227264 FAX (A/C, No): (978) 454-1865	
INSURED The Mental Health Center For Southern N. H. DBA CLM Center For Life Management 10 Tsienneto Road Derry, NH 03038	E-MAIL ADDRESS: slambert@fredchurch.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE, USA	NAIC #
	INSURER B: Ace American Insurance Company	22667
	INSURER C: New Hampshire Employers Insurance Company	13083
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 23438 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC		SVRD37797649	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		CALH08613059003	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	B ☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		XOOG25499220004	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	40000840	10/1/2012	10/1/2013	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability		CRLG25499268004	10/1/2012	10/1/2013	\$4,000,000 Per Occurrence \$6,000,000 General Aggregate Claims Made Retro Date: 7/1/1986

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

CERTIFICATE HOLDER

Bureau of Behavioral Health
Sandra Lawrence
Main Building Room 210S
105 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Herman P. Latour

Client # 799 Mst # 23438

Cert Holder # 1317

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ACORD 25 (2010/05)

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Budget Form

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

Bidder/Program Name: CLM Center For Life Management

Budget Request for: Community Mental Health Services

(Name of RFP)

Budget Period: July 1, 2013 - June 30, 2014

Line/Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 7,777,991.00	\$ 684,966.00	\$ 8,462,957.00	Direct Allocation - Staffing
2. Employee Benefits	\$ 1,485,363.00	\$ 100,371.00	\$ 1,585,734.00	Direct Allocation - Staffing
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ 55,584.00	\$ 4,417.00	\$ 60,001.00	
Repair and Maintenance	\$ 40,445.00	\$ 554.00	\$ 40,999.00	
Purchase/Depreciation	\$ 207,570.00	\$ 22,430.00	\$ 230,000.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ 70,000.00	\$ -	\$ 70,000.00	
Office/Bldg./ Holiday/ Recreational/ Program/	\$ 38,591.00	\$ 4,063.00	\$ 42,654.00	
6. Travel	\$ 170,000.00	\$ -	\$ 170,000.00	
7. Occupancy	\$ 708,701.00	\$ 38,598.00	\$ 747,299.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 103,771.00	\$ 16,730.00	\$ 120,501.00	
Postage/Advertising/Printing	\$ 39,713.00	\$ 4,291.00	\$ 44,004.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 56,613.00	\$ 38,389.00	\$ 95,002.00	
Insurance	\$ 75,570.00	\$ 8,657.00	\$ 84,227.00	
Board Expenses	\$ 14,805.00	\$ 2,195.00	\$ 17,000.00	
9. Software	\$ 94,670.00	\$ 75,230.00	\$ 169,900.00	
10. Marketing/Communications	\$ -	\$ 50,000.00	\$ 50,000.00	
11. Staff Education and Training	\$ 23,455.00	\$ 2,049.00	\$ 25,504.00	
12. Subcontracts/Agreements	\$ 243,984.00	\$ 27,422.00	\$ 271,406.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Food Supplies	\$ 50,000.00	\$ -	\$ 50,000.00	
Interest & Amortization Expense	\$ 173,281.00	\$ 18,728.00	\$ 192,009.00	
Dues, Taxes & Regis. Fee + Misc. Expense	\$ 28,526.00	\$ 6,500.00	\$ 35,026.00	
TOTAL	\$ 11,458,633.00	\$ 1,105,590.00	\$ 12,564,223.00	

Indirect As A Percent of Direct

9.6%

Region X
Mental Health Center for Southern NH
DBA CLM Center for Life Management

Communities Served:

Atkinson
Chester
Danville
Derry
Hampstead
Newton
Pelham
Plaistow
Salem
Sandown
Windham

Community Mental Health Center

Establishment Dates

Region I

Northern Human Services 03-03-71
87 Washington Street
Conway NH 03818

Region II

West Central Services, Inc. 06-06-85
DBA West Central Behavioral Health 02-05-01
2 Whipple Place, Suite 202 trade name
Lebanon NH 03766

Region III

The Lakes Region Mental Health Center, Inc. 07-14-69
DBA GENESIS – Behavioral Health 5-26-00
111 Church Street trade name
Laconia NH 03246

Region IV

Riverbend Community Mental Health, Inc. 03-25-66
5 Market Lane, PO Box 2032
Concord NH 03302-2032

Region V

Monadnock Family Services 03-05-24
64 Main Street, Suite 301
Keene NH 03431

Region VI

Community Council of Nashua, NH 12-24-23
DBA Greater Nashua Mental Health Center at 10-21-08
Community Council. trade name
7 Prospect Street
Nashua NH 03060-3990

Harbor Homes, Inc. 02-15-80
45 High Street
Nashua NH 03060

Region VII

The Mental Health Center of Greater Manchester 10-17-60
401 Cypress Street
Manchester NH 03103-3628

Region VIII

Seacoast Mental Health Center, Inc. 01-21-63
1145 Sagamore Avenue
Portsmouth NH 03801

Region IX

Behavioral Health and Developmental Services 09-24-82
of Strafford County, Inc.
DBA Community Partners of Strafford County 10-27-03
Forum Court, 113 Crosby Road, Suite 1 trade name
Dover NH 03820

Region X

Mental Health Center for Southern NH 05-06-81
CLM Center for Life Management 10-27-99
44 Stiles Road non-profit
Salem NH 03079