



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

MTT
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Nicholas A. Toumpas
Commissioner

Diane Langley
Director

Sheri Rockburn
Director

BUREAU OF BEHAVIORAL HEALTH
105 PLEASANT STREET, CONCORD, NH 03301
603-271-5000 1-800-852-3345 Ext. 5000
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May 15, 2015

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

76% General Funds
24% Federal Funds

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 \$7,508,025 in the aggregate, effective July 1, 2014, or the date of Governor and Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	Location	Amount
Northern Human Services	Conway, NH	\$ 463,803
West Central Services DBA West Central Behavioral Health	Lebanon, NH	\$ 479,360
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia, NH	\$ 490,651
Riverbend Community Mental Health, Inc.	Concord, NH	\$ 501,871
Monadnock Family Services	Keene, NH	\$ 455,455
Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	Nashua, NH	\$1,161,635
The Mental Health Center of Greater Manchester	Manchester, NH	\$1,904,042
Seacoast Mental Health Center, Inc.	Portsmouth, NH	\$1,032,302
Behavioral Health & Developmental Svs of Strafford County, Inc. DBA Community Partners of Strafford County	Dover, NH	\$ 476,079
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	Derry, NH	\$ 542,827
TOTAL		\$7,508,025

Funds are available in the following accounts in state fiscal year 2015:

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)

05-95-42-421010-2958 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)

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

05-95-49-491510-2988 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 \$7,508,025. This represents the complete procurement of community mental health services for state fiscal year 2015.

The agreement is for community mental health services for approximately 50,000 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 50,000 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.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

May 29, 2014

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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.

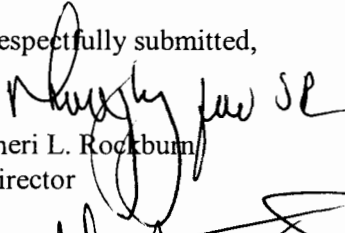
All residential and partial hospital programs are licensed/certified when required by State laws and regulations in order to provide for the life safety of the persons served in these programs. Copies of all applicable licenses/certifications are on file with the Department of Health and Human Services.

Area served: Statewide.

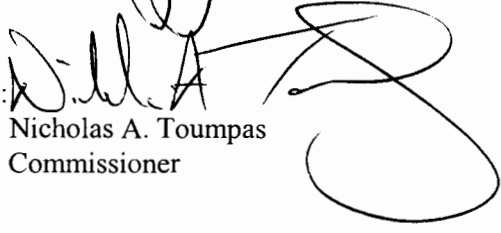
Source of funds: 76% General Funds and 24% Federal Funds (various, see Attached Financial Detail).

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

Respectfully submitted,


Sheri L. Rockburn
Director

Approved by:


Nicholas A. Toumpas
Commissioner

SLR/pbr/sl
G&C FY15 CMHC

Enclosures

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
STATE FISCAL YEAR 2015 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 2015</u>
102-0731	Contracts for Program Services	92205945	\$345,303
West Central Behavioral Health (Vendor number 177654)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92205945	\$312,879
Genesis Behavioral Health (Vendor number 154480)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92205945	\$324,170
Riverbend Community Mental Health, Inc. (Vendor number 177192)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92205945	\$ 377,708
Monadnock Family Services (Vendor number 177510)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92205945	\$357,590
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 2015</u>
102-0731	Contracts for Program Services	92205945	\$954,854
The Mental Health Center of Greater Manchester (Vendor number 177184)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92205945	\$1,642,883
Seacoast Mental Health Center, Inc. (Vendor number 174089)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92205945	\$742,821
Community Partners of Strafford County (Vendor number 177278)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92205945	\$309,598
CLM Center for Life Management (Vendor number 174116)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92205945	\$346,846
Subtotal			\$5,714,652

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 2015</u>
102-0731	Contracts for Program Services	92207851	\$5,000
West Central Behavioral Health (Vendor number 177654)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207851	\$5,000
Genesis Behavioral Health (Vendor number 154480)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207851	\$5,000
Riverbend Community Mental Health, Inc. (Vendor number 177192)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207851	\$5,000
Monadnock Family Services (Vendor number 177510)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207851	\$5,000
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 2015</u>
102-0731	Contracts for Program Services	92207851	\$5,000
The Mental Health Center of Greater Manchester (Vendor number 177184)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207851	\$5,000
Seacoast Mental Health Center, Inc. (Vendor number 174089)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207851	\$5,000
Community Partners of Strafford County (Vendor number 177278)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207851	\$5,000
CLM Center for Life Management (Vendor number 174116)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92207851	\$5,000
Subtotal			\$50,000

**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 2015</u>
102-0731	Contracts for Program Services	92202087	\$108,190
West Central Behavioral Health (Vendor number 177654)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92202087	\$159,711
Genesis Behavioral Health (Vendor number 154480)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92202087	\$159,711
Riverbend Community Mental Health, Inc. (Vendor number 177192)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92202087	\$81,143
Monadnock Family Services (Vendor number 177510)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92202087	\$54,095
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 2015</u>
102-0731	Contracts for Program Services	92202087	\$159,711
The Mental Health Center of Greater Manchester (Vendor number 177184)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92202087	\$212,498
Seacoast Mental Health Center, Inc. (Vendor number 174089)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92202087	\$159,711
Community Partners of Strafford County (Vendor number 177278)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92202087	\$159,711
CLM Center for Life Management (Vendor number 174116)			
<u>Class/Object</u>	<u>Class Title</u>	<u>Activity Code</u>	<u>FY 2015</u>
102-0731	Contracts for Program Services	92202087	\$159,711
Subtotal			\$1,414,192

**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 2015</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 2015</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 2015</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 2015</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 2015</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 2015</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 2015</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 2015</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 2015</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 2015</u>
550-0398	Contracts for Program Services	42105824	\$1,770
Subtotal			\$23,010

**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 2015</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 2015</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 2015</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 2015</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 2015</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 2015</u>
102-0731	Contracts for Program Services	42307150	\$29,500

Subtotal			\$208,171

**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 2015</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 2015</u>
102-0731	Contracts for Program Services	48108462	\$35,000

Total			\$7,508,025

New Hampshire Mental Health System

Cities & Towns by Geographic Region

Region I

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
Wentworth Location
Whitefield
Wolfeboro
Woodstock

Region II

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

Region III

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

Region VI

Allenstown
Andover
Boscawen
Bow
Bradford
Canterbury
Chichester
Concord
Danbury
Deering
Dunbarton
Epsom
Franklin
Henniker
Hill
Hillsboro
Hopkinton
Loudon
New London
Newbury
Northfield
Pembroke
Pittsfield
Salisbury
Sutton
Warner
Weare
Webster
Wilmot
Windsor

Region V

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

Region VI

Amherst
Brookline
Hollis
Hudson
Litchfield
Mason
Merrimack
Milford
Mont Vernon
Nashua

Region VII

Auburn
Bedford
Candia
Goffstown
Hooksett
Londonderry
Manchester
New Boston

Region VIII

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

Region IX

Barrington
Dover
Durham
Farmington
Lee
Madbury
Middleton
Milton
New Durham
Rochester
Rollinsford
Somersworth
Strafford

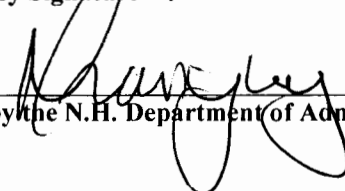
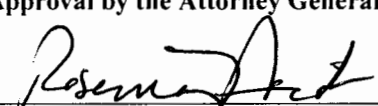
Region X

Atkinson
Chester
Danville
Derry
Hampstead
Newton
Pelham
Plaistow
Salem
Sandown
Windham

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 06-30-15	1.8 Price Limitation \$463,803
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Margaret McClellan	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Grafton</u> On <u>May 19, 2014</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 BOBBI LYNDEN-LANGTANGE ★ NOTARY PUBLIC - NEW HAMPSHIRE ★ My Commission Expires February 2, 2016  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Bobbi Lynden-Langtange Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-3-14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

5/19/14
mm

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.

EXHIBIT A
SCOPE OF WORK
FY 2015

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, 2014, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.

II. QUALITY IMPROVEMENT

- A. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- B. In order to 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 clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - a. The means to determine eligibility for all clients, beginning with initial eligibility or redetermination of eligibility, whichever comes first;
 - b. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - c. Submitted to the online web site designed for the State that will create client-level, regional, and statewide outcome reports.
 - 3. Re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every 90 days.
 - 4. The NH version of the CANS or the ANSA shall be employed to develop an individualized, person-centered treatment plan.

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5. The obligation of the Contractor to utilize the NH version of the CANS and ANSA shall commence, in accordance with the implementation schedule developed by DHHS, upon the issuance by DHHS of the formal Acceptance letter to the vendor. Said Acceptance Letter shall be issued only upon a successful pilot and assurance that implementation can be done electronically.
- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2015 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2014 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to either return to services in the community or offer services at the local Contractor.
- 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 Contractor shall work with DHHS to review cases of consumers that (NHH), and/or the Contractor 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 Contractor shall make a face-to-face appointment available to a consumer leaving (NHH) who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.

V. COORDINATION WITH PRIMARY CARE PROVIDER

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

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VI. TRANSITION OF CARE

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

VII. PAYMENT FOR SERVICES

- A. 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.
- B. 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.

VIII. COMMUNITY MENTAL HEALTH PROVIDER (CMHP) STATUS

The Contractor shall be required to meet the approval requirements of He-M 403.08 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

IX. MAINTENANCE OF FISCAL INTEGRITY

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

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 thirty (30) business days with no variance allowed, effective January 1, 2015.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed, effective January 1, 2015.

Contractor Initials:

Date:

EO
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3. **Medicaid Days in Accounts Receivable:**

- a. **Rationale:** Medicaid is the primary payor for most community mental health providers. 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 DHHS 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. Commencing January 1, 2015, in the event that the Contractor does not meet either:

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

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor is unable to meet the standards. In addition, DHHS may require the Contractor to submit a corrective action plan with periodic updates on a schedule that is mutually agreeable to the parties.

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

Contractor Initials: EJ
Date: 5/20/14

X. REPORTING REQUIREMENTS

- A. On a quarterly basis, the Contractor shall provide to DHHS the following:
1. For BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 2. For Non-BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- B. BBH eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- C. A Department approved template will be provided. (See Exhibit B – 1 Reporting Template). The first report will be for the quarter ending 09-30-14 and shall be due within thirty (30) days after the respective quarter end.

XI. REDUCTION OR SUSPENSION OF FUNDING

- A. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- B. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS 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 DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
1. All new applicants for services will receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 2. The Contractor shall continue to provide emergency services to all consumers;
 3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) days written notice with an explanation of the programmatic and financial impact.

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- B. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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.
- D. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal reporting requirements within timeframes reasonably specified by DHHS.
- B. 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 fifteenth (15th) of each month unless otherwise agreed to by DHHS;
 - 2. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS;
 - 3. Data shall be current and updated as required for federal reporting; and
 - 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; and
 - f. School attendance data.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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

XV. EMERGENCY SERVICES

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

Contractor Initials: ES
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XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS [ACT] INFRASTRUCTURE

- A. By October 1, 2014, the Contractor shall develop and implement ACT teams that are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, ACT teams shall deliver comprehensive, individualized, and flexible services, supports, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for ACT teams serve no more than ten (10) to twelve (12) individuals per ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- B. The Contractor shall notify DHHS when not in compliance with the requirements specified in XVI., A, above. Such notification shall be included with the invoices submitted for payment of ACT Team funds as described in Exhibit B., Section H.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 16.1 percent by June 1, 2015. The penetration rate is determined by dividing the number of adults with SMI receiving EBSE by the number of adults with SMI being served by the Contractor.
- C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2014.

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

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

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

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

XX. DATA INFRASTRUCTURE GRANT (DIG)

- A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. The Contractor shall seek approval from DHHS before planning to use or committing any DIG or federal data infrastructure funds.

Contractor Initials: ES
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- C. Activities that may be funded:
1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
1. Progress Reports received by DHHS according to prior agreement with Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MEDICAID INCENTIVES FOR PREVENTION OF CHRONIC DISEASE (MIPCD)

- A. The Contractor is a project site in a five (5) year grant awarded to the NH Department of Health and Human Services by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (MIPCD) "*Healthy Choices, Healthy Changes*" (HCHC) and "*Breath Well, Live Well*" (BWLW).
- B. *Healthy Choices, Healthy Changes* is a demonstration to measure health outcomes associated with beneficiary incentives in the form of health and fitness club memberships, weight watcher memberships and fitness coaching accompanied by randomization into a cash rewards incentive for participation. *Breath Well, Live Well* is a demonstration on the outcomes associated with tobacco education and tobacco cessation, including a cash rewards incentive. Both programs are targeted to Medicaid recipients eligible to receive community mental services.
- C. MIPCD 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. MIPCD 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.
- D. MIPCD will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- E. MIPCD 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.

Contractor Initials: EJ

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- F.** Incentives Counselors (ICs) will be employed by Dartmouth to:
1. Promote access to the MIPCD program;
 2. Help participants make decisions about health behavior changes; and
 3. Encourage the use of incentives.
- G.** The Contractor will establish an In SHAPE program, necessary for offering HCHC. 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 MIPCD program at the Contractor's location.
- H.** The Contractor will provide space in the offices of the Contractor that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- I.** The Contractor will devise and implement a plan to provide transportation assistance to MIPCD participants, as specified and funded in the grant.
- J.** The Contractor will also identify a project site MIPCD Leader who will work with members of the MIPCD implementation and evaluation teams at DHHS and Dartmouth to ensure that the project is progressing, as required by the grant.
- K.** The Contractor will partner with MIPCD project members at DHHS and the Dartmouth Center for Aging Research with a goal to recruit and enroll a total of:
1. 129 Contractor's clients eligible for Medicaid in the weight management programs statewide; and
 2. 200 Contractor's clients eligible for Medicaid in the smoking education and cessation programs statewide.
- L.** The Contractor will provide the information needed for required reporting to CMS, as requested by MIPCD project members at DHHS and the Dartmouth Center for Aging Research.

XXII. CRISIS HOUSING MORTGAGE SUBSIDY

These funds shall be used exclusively for payment of the mortgage on the apartment building located at 179 Emery Street, Berlin, NH. The building shall continue to be used as a housing alternative for state eligible consumers.

EXHIBIT B
METHODS OF PAYMENT
FY 2015

- A. 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 Department of Health and Human Services (DHHS) 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, DHHS may reduce State funds allocated under this Agreement as necessary for DHHS to meet its obligations reflected in the final FY14-15 budget appropriation for DHHS by the New Hampshire General Court.
- B. All reports required pursuant to this Agreement are due to DHHS within timeframes specified by DHHS. DHHS 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 DHHS's satisfaction, unless a waiver has been granted. DHHS 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.
- C. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- D. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.
- E. 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

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

Program To Be Funded	Amount	Payment Method
Emergency Services	\$ 98,303	12 equal payments
Adult ACT Team Infrastructure	225,000	Monthly invoices
Div. for Children Youth and Families (DCYF) Consultation	5,310	Invoiced by CMHC
Medicaid Incentive for the Prevention of Chronic Disease	108,190	Monthly invoices
Crisis Housing Mortgage Subsidy	22,000	12 equal payments
Data Infrastructure (DIG)	5,000	Invoiced by CMHC
Total	\$463,803	

Contractor Initials: ES
Date: 5/20/14

G. EMERGENCY SERVICES

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

H. ADULT ACT TEAM INFRASTRUCTURE

Upon approval of the contract by Governor and Council, DHHS will issue the Contractor an upfront 3-month payment. After three months from the start date of the contract, the Contractor shall draw down the additional funds by submitting monthly invoices to DHHS for maintenance of the Adult ACT Team. Invoices shall indicate the level of compliance with the standards set forth in Exhibit A., XVI., A. DHHS reserves the right to withhold and/or deduct payment for any period during which the standards have not been met.

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

The Contractor shall draw down these funds by submitting invoices to DHHS for providing 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.

J. DATA INFRASTRUCTURE FUNDS (DIG)

The Contractor shall draw down these funds by submitting invoices to DHHS.

K. MEDICAID INCENTIVE FOR THE PREVENTION OF CHRONIC DISEASE (MIPCD)

The Contractor shall draw down these funds by submitting monthly invoices to DHHS.

L. CRISIS HOUSING MORTGAGE SUBSIDY

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

M. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

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: \$350,613

Federal Grant Funds: \$113,190

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: \$5,000

CFDA #: 93.536

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

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

Amount: \$108,190

FY15 Exhibit B Region 1

List of State account numbers as referenced in Block 1.6 of the General Provisions form P-37:

05-95-92-920010-5945 05-95-92-920010-7851

05-95-92-920010-2087 05-95-42-421010-2958

Contractor Initials: EJ
Date: 5/20/14

Exhibit B - 1 **Reporting Template**

BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Non-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost incurred by the CMHC Less Cost Received						
Net Cost to the CMHC						

NON BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Non-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost incurred by the CMHC Less Cost Received						
Net Cost to the CMHC						

Notes:

Based on clients with at least 1 service during the reporting period
Eligibility (BBH-Eligible or Not Eligible) is last eligibility reported
Payer is last payer reported

Contractor Initials:  Date: 5/20/14

EXHIBIT C
SPECIAL PROVISIONS
FY2015

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 Department of Health and Human Services (DHHS) upon request.
- 7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.
- 7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
- 7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
- 7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:

- 8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;
- 8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;

Contractor Initials: EJ
Date: 5/20/14

- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model by January 1, 2015, in accordance with Exhibit A., XVII., D.

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.

Contractor Initials: ES
Date: 5/21/14

- 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. Require the Contractor to pay to the State, as liquidated damages, the sum of \$100 per day for each day after January 1, 2015 that the Contractor fails to provide Evidence-Based Supported Employment in fidelity to the Dartmouth model. 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 meet the standard. 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.
- 8.2.8. 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 Subparagraph 8.1.13. or 8.1.14. 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:
- 8.2.8.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
- 8.2.8.2. Conduct a financial audit of the Contractor; and/or
- 8.2.8.3. 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 DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.

Contractor Initials: EJ
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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. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.
- 9.5.** The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.
- 9.5.1.** 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 in accordance with Exhibit A., IX., A.
- 9.5.1.1.** The monthly Balance Sheet and Profit & Loss Statements, 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 Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State’s satisfaction.
- 9.5.1.3.** The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.4.** On or before November 1, 2014, the Contractor shall deliver to DHHS, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2014, including the funds received under the fiscal year 2014 Agreement.
- 9.5.1.5.** 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 DHHS.
- 9.5.3.** For required federal reports, the Contractor shall:

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9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;

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

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

9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the 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 DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.

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

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

**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 DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

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- 12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

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 DHHS 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

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14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

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

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

22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.

22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:

22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;

22.6.2. The consideration, if any, to be paid;

Contractor Initials: EJ
Date: 5/20/14

- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.
- 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.

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.

Northern Human Services

From: 7/1/2014 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Eric M. Johnson, CEO

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

5/5/2014

(Date)

Contractor Initials: EJ

Date: 5/5/14

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

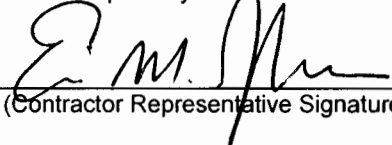
*Child Care Development Block Grant under Title IV

Contract Period: 07-01-14 through 06-30-15

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)

Eric M. Johnson

(Authorized Contractor Representative Name & Title)

Northern Human Services

(Contractor Name)

5.5.14

(Date)

Contractor Initials: EJ

Date: 5/5/14

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: EJ

Date: 5/5/14

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)

Eric M. Johnson, CEO
(Authorized Contractor Representative Name & Title)

Northern Human Services
(Contractor Name)

5.5.14
(Date)

Contractor Initials: EJ

Date: 5/5/14

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)

Eric M. Johnson
(Authorized Contractor Representative Name & Title)

Northern Human Services
(Contractor Name)

May 5, 2014
(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)

Eric M. Johnson
(Authorized Contractor Representative Name & Title)

Northern Human Services
(Contractor Name)

May 5, 2014
(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

Signature of Authorized Representative

Signature of Authorized Representative

Sheri Rockburn

Name of Authorized Representative

Eric M. Johnson

Name of Authorized Representative

Director

Title of Authorized Representative

CEO

Title of Authorized Representative

Date

5/28/14

5.5.14

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.

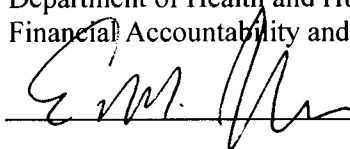
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.



Eric M. Johnson, CEO

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Northern Human Services

5.5.14

(Contractor Name)

(Date)

Contractor initials: EJ
Date: 5/5/14
Page # 18 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: Eric Johnson

Amount: _____

Name: Dale Heon

Amount: _____

Name: Eric Van Leuven

Amount: _____

Name: Jane MacKay

Amount: _____

Name: Charlie Cotton

Amount: _____

Contractor initials: EJ

Date: 5/5/14

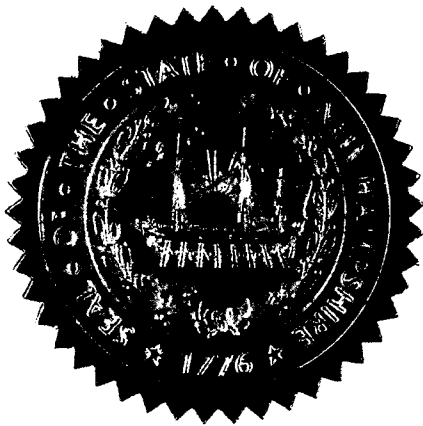
Page # 16 of Page # 16

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 18th day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, **Madelene Costello**, do hereby certify that:

1. I am the duly elected Clerk of **Northern Human Services**.
2. The following are true copies of three resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **January 27, 2014**.

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

To Provide: **Mental Health Services**

RESOLVED: That the **President, Vice President or Treasurer** hereby are 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.

RESOLVED: The Members of the Board of Directors hereby authorize **Eric Johnson, CEO** to sign all Exhibits and any amendments to the Exhibits with the State of NH, DHHS, Bureau of Behavioral Health.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 20, 2014.
4. Marge McClellan, President; Marti Faulkner, Vice President; or James Salmon, Treasurer are duly elected officers of the Corporation.

(Seal)
(Corporation)

Madelene P. Costello

(Signature of Board Secretary)

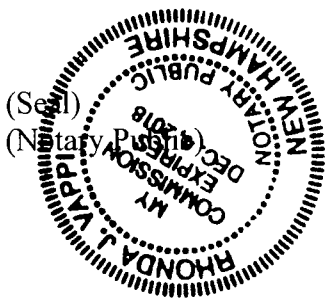
State of New Hampshire

County of Carroll

The foregoing instrument was acknowledged before me this 20th day of May, 2014
by Madelene Costello

Rhonda Vappi
Name: Rhonda Vappi
Title: Notary Public/Justice of the Peace

Commission Expires: (date) December 4, 2018



Client#: 1010836

NORTHUM

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/02/2014

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 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	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Philadelphia Insurance Company</td><td>23850</td></tr> <tr> <td>INSURER B:</td><td>NH Employers Insurance Company</td><td>13083</td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Insurance Company	23850	INSURER B:	NH Employers Insurance Company	13083	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	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 GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			PHPK1151959	03/31/2014	03/31/2015	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			PHPK1151959	03/31/2014	03/31/2015	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			PHUB454031	03/31/2014	03/31/2015	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ECC60040004322013A	09/30/2013	09/30/2014	☒ 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
A	Professional Liab			PHPK1151959	03/31/2014	03/31/2015	\$1,000,000 per claim \$3,000,000 aggregate

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

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

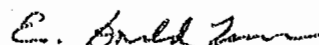
CERTIFICATE HOLDER

CANCELLATION

NH Department of Health & Human Services
 Attn: Sandy Lawrence
 Main Bldg., Rm 2145
 105 Pleasant St.
 Concord, NH 03301

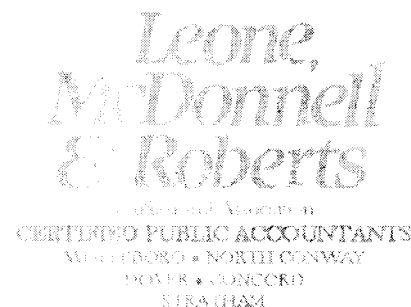
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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



INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization) which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2013.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northern Human Services, Inc. as of June 30, 2013 and 2012, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2013 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Northern Human Services, Inc. June 30, 2012 financial statements, and our report dated October 4, 2012, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2012, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional revenues and expenses on pages 24 - 30 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leone, McDonnell & Roberts,
Professional Association*

September 30, 2013
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2013 AND 2012

ASSETS

	<u>2013</u>	<u>2012</u>
CURRENT ASSETS		
Cash and cash equivalents - unrestricted	\$ 6,256,992	\$ 4,501,214
Accounts receivable, less allowance for contractual adjustments and uncollectible accounts of \$279,283 and \$292,407 for 2013 and 2012, respectively	2,921,773	2,887,702
Grants receivable	58,068	48,749
Assets whose use is limited, current portion	464,641	486,283
Due from related parties	143,792	299,340
Prepaid expenses and deposits	213,832	199,982
Total current assets	10,059,098	8,423,270
PROPERTY AND EQUIPMENT		
Vehicles	585,719	595,180
Equipment	2,744,980	2,744,980
Total property and equipment	3,330,699	3,340,160
Accumulated depreciation	(3,269,225)	(3,182,603)
Net property and equipment	61,474	157,557
OTHER ASSETS		
Investments	35,265	-
Cash value of life insurance	311,405	288,323
Split-interest agreement	-	34,096
Total other assets	346,670	322,419
Total assets	\$ 10,467,242	\$ 8,903,246

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2013 AND 2012****LIABILITIES AND NET ASSETS**

	<u>2013</u>	<u>2012</u>
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 291,266	\$ 285,746
Wages payable	443,459	729,182
Compensated absences payable	694,704	701,976
Other grants payable	32,557	16,533
Refundable advances	202,957	3,712
Medicaid contingency payments - State of New Hampshire	1,596,143	-
Current portion of capital lease	-	16,256
Current portion of gift annuity payable	-	1,554
Client funds held in trust	185,931	202,123
Total current liabilities/total liabilities	3,447,017	1,957,082
NET ASSETS		
Unrestricted		
Undesignated	6,447,368	6,174,859
Board designated	318,202	516,952
Total unrestricted	6,765,570	6,691,811
Temporarily restricted	2,238	1,936
Permanently restricted	252,417	252,417
Total net assets	7,020,225	6,946,164
Total liabilities and net assets	\$ 10,467,242	\$ 8,903,246

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2013
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2013 Total</u>	<u>2012 Total</u>
PUBLIC SUPPORT					
State and federal grants	\$ 908,600	\$ -	\$ -	\$ 908,600	\$ 625,598
Other public support	518,115	-	-	518,115	518,861
Local and county	94,207	-	-	94,207	77,785
Donations	243,672	1,734	-	245,406	47,073
Total public support	1,764,594	1,734	-	1,766,328	1,269,317
OTHER REVENUES					
Program service fees	30,986,713	-	-	30,986,713	30,802,459
Production income	455,301	-	-	455,301	462,938
Other revenues	389,106	-	-	389,106	592,423
Total public support and other revenues	33,595,714	1,734	-	33,597,448	33,127,137
EXPENSES					
<u>Program Services</u>					
Mental health	11,290,116	-	-	11,290,116	11,500,547
Developmental services	20,001,249	-	-	20,001,249	19,575,092
Total program services	31,291,365	-	-	31,291,365	31,075,639
General management	2,222,116	-	-	2,222,116	1,990,260
Total expenses	33,513,481	-	-	33,513,481	33,065,899
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	82,233	1,734	-	83,967	61,238
NON-OPERATING (LOSS) INCOME					
Change in split-interest agreement	(32,542)	(1,554)	-	(34,096)	641
Change in cash value of life insurance	23,082	-	-	23,082	22,034
Interest income	102	1,006	-	1,108	2,257
Net assets released from restrictions	884	(884)	-	-	-
Total non-operating (loss) income	(8,474)	(1,432)	-	(9,906)	24,932
Change in net assets	73,759	302	-	74,061	86,170
NET ASSETS - BEGINNING OF YEAR	6,691,811	1,936	252,417	6,946,164	6,859,994
NET ASSETS - END OF YEAR	<u>\$ 6,765,570</u>	<u>\$ 2,238</u>	<u>\$ 252,417</u>	<u>\$ 7,020,225</u>	<u>\$ 6,946,164</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012**

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 74,061	\$ 86,170
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	122,757	173,639
Change in split-interest agreement	34,096	3,371
Change in cash value of life insurance	(23,082)	(22,034)
(Increase) decrease in assets:		
Accounts receivable	(34,071)	(785,596)
Grants receivable	(9,319)	4,249
Assets whose use is limited	21,642	(31,862)
Due from related parties	155,548	(113,413)
Prepaid expenses and deposits	(13,850)	55,870
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	5,520	78,640
Wages payable	(285,723)	(23,164)
Compensated absences payable	(7,272)	(10,557)
Other grants payable	16,024	1,776
Refundable advances	199,245	3,712
Medicaid contingency payments - State of New Hampshire	1,596,143	-
Client funds held in trust	(16,192)	26,246
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>1,835,527</u>	<u>(552,953)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	<u>(26,674)</u>	<u>(39,588)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(26,674)</u>	<u>(39,588)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Split interest agreement released from restriction	(35,265)	-
Principal payments on capital lease	(16,256)	(27,867)
Distribution to annuitant	<u>(1,554)</u>	<u>(4,012)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(53,075)</u>	<u>(31,879)</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	1,755,778	(624,420)
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>4,501,214</u>	<u>5,125,634</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 6,256,992</u>	<u>\$ 4,501,214</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

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

**FOR THE YEAR ENDED JUNE 30, 2013
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental</u>	<u>Developmental</u>		<u>General</u>	<u>2013</u>	<u>2012</u>
	<u>Health</u>	<u>Services</u>	<u>Subtotals</u>	<u>Management</u>	<u>Total</u>	<u>Total</u>
EXPENSES						
Salaries and wages	\$ 6,887,244	\$ 6,772,426	\$ 13,659,670	\$ 1,346,561	\$ 15,006,231	\$ 15,135,708
Employee benefits	1,279,435	1,426,756	2,706,191	209,466	2,915,657	3,297,610
Payroll taxes	530,375	563,765	1,094,140	84,554	1,178,694	1,205,065
Client wages	178,917	190,124	369,041	-	369,041	395,155
Professional fees	190,643	8,886,360	9,077,003	266,141	9,343,144	9,089,398
Staff development and training	23,959	12,994	36,953	4,797	41,750	62,755
Occupancy costs	565,772	596,820	1,162,592	85,428	1,248,020	1,257,199
Consumable supplies	228,972	287,096	516,068	34,434	550,502	541,870
Equipment expenses	74,497	64,034	138,531	62,538	201,069	293,656
Communications	187,817	145,533	333,350	51,472	384,822	379,271
Travel and transportation	345,347	776,647	1,121,994	8,155	1,130,149	1,013,145
Assistance to individuals	14,226	88,001	102,227	2,690	104,917	118,336
Insurance	60,658	62,074	122,732	10,220	132,952	152,190
Membership dues	36,541	12,750	49,291	41,121	90,412	71,463
Other expenses	685,713	115,869	801,582	14,539	816,121	53,078
Total expenses	<u>\$ 11,290,116</u>	<u>\$ 20,001,249</u>	<u>\$ 31,291,365</u>	<u>\$ 2,222,116</u>	<u>\$ 33,513,481</u>	<u>\$ 33,065,899</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2013
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	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	\$ 983,044	\$ 699,160	\$ 428,166	\$ 88,639	\$ -	\$ 51,062
Employee benefits	185,024	132,938	41,873	17,537	-	11,951
Payroll taxes	68,759	52,315	31,454	6,942	-	5,775
Client wages	-	-	-	-	-	23,043
Professional fees	17,441	26,718	4,984	1,175	-	1,091
Staff development and training	5,365	3,712	425	869	-	3
Occupancy costs	62,578	50,824	16,353	14,950	1,938	4,759
Consumable supplies	13,759	17,286	3,157	36,433	3,203	1,011
Equipment expenses	9,261	6,606	6,296	1,659	1,843	466
Communications	23,746	17,021	16,944	1,904	-	947
Travel and transportation	28,638	44,890	2,781	1,229	-	8,115
Assistance to individuals	15	553	-	460	-	-
Insurance	9,135	6,402	2,000	831	-	492
Membership dues	7,004	4,452	605	512	-	163
Other expenses	23,076	23,366	28,962	23,408	-	3,195
Total expenses	<u>\$ 1,436,845</u>	<u>\$ 1,086,243</u>	<u>\$ 584,000</u>	<u>\$ 196,548</u>	<u>\$ 6,984</u>	<u>\$ 112,073</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES

MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2013

WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	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	\$ 56,300	\$ 28,606	\$ -	\$ 841,789	\$ 1,552,907	\$ 552,582	\$ -
Employee benefits	12,737	6,249	202	162,496	307,363	104,982	-
Payroll taxes	10,136	10,895	211	66,077	109,919	41,164	-
Client wages	61,491	92,136	2,247	-	-	-	-
Professional fees	842	768	39	22,227	43,342	31,951	-
Staff development and training	190	28	1	1,230	5,545	1,926	-
Occupancy costs	27,744	5,993	55	64,054	130,099	72,942	-
Consumable supplies	31,743	3,434	7	24,533	34,341	15,044	-
Equipment expenses	6,121	375	10	8,504	15,962	5,162	-
Communications	8,271	1,112	45	27,338	41,789	9,101	-
Travel and transportation	5,983	12,911	-	53,593	14,995	47,187	-
Assistance to individuals	-	-	-	421	4,451	817	-
Insurance	585	315	8	7,681	14,721	4,957	-
Membership dues	871	90	3	2,340	9,841	1,690	2,090
Other expenses	1,087	921	-	213,341	157,660	35,383	9,524
Total expenses	<u>\$ 224,101</u>	<u>\$ 163,833</u>	<u>\$ 2,828</u>	<u>\$ 1,495,624</u>	<u>\$ 2,442,935</u>	<u>\$ 924,888</u>	<u>\$ 11,614</u>

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2013
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Non-Specialized Outpatient <u>222</u>	Community Residence <u>322</u>	Supportive Living <u>123</u>	Health Mentors <u>168</u>	Other Non-BBH <u>199</u>	Total Mental Health Programs	2012 Total
EXPENSES							
Salaries and wages	\$ 440,202	\$ 198,066	\$ 621,274	\$ 48,556	\$ 296,891	\$ 6,887,244	\$ 7,257,772
Employee benefits	82,072	31,957	115,342	4,277	62,435	1,279,435	1,517,869
Payroll taxes	34,905	16,119	49,783	4,208	21,713	530,375	559,424
Client wages	-	-	-	-	-	178,917	224,044
Professional fees	6,901	3,162	10,444	653	18,905	190,643	323,780
Staff development and training	477	-	562	115	3,511	23,959	40,602
Occupancy costs	337	43,492	45,576	2,315	21,763	565,772	566,107
Consumable supplies	1,447	20,645	16,277	657	5,995	228,972	234,460
Equipment expenses	1,660	1,577	5,754	259	2,982	74,497	119,302
Communications	10,179	7,638	13,736	941	7,105	187,817	202,173
Travel and transportation	21,271	8,517	67,440	4,674	23,123	345,347	327,107
Assistance to individuals	3,609	936	2,958	-	6	14,226	9,654
Insurance	5,270	-	5,063	259	2,939	60,658	84,568
Membership dues	-	1,544	1,651	3,238	447	36,541	33,583
Other expenses	66	20,590	109,548	-	35,586	685,713	102
Total expenses	<u>\$ 608,396</u>	<u>\$ 354,243</u>	<u>\$ 1,065,408</u>	<u>\$ 70,152</u>	<u>\$ 503,401</u>	<u>\$ 11,290,116</u>	<u>\$ 11,500,547</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2013
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	S02 & S09	D01	D03	D04	D05	R15	R40	R42
	Service	Conway Day	Berlin Day	Littleton Day	Colebrook Day	Family	Individual	Children's
	<u>Coordination</u>	<u>Program</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	\$ 663,966	\$ 51,299	\$ 769,332	\$ 820,916	\$ 515,363	\$ 1,207,702	\$ 157,004	\$ 20,923
Employee benefits	139,063	4,769	139,854	167,164	145,807	241,902	-	6,877
Payroll taxes	51,022	3,679	69,765	70,169	44,547	96,064	160	1,678
Client wages	-	-	63,640	14,208	46,055	-	-	-
Professional fees	37,859	4,436	7,297	27,402	4,135	4,433,191	-	100
Staff development and training	226	1,936	291	602	285	4,332	189	-
Occupancy costs	47,377	1,697	59,384	48,735	33,322	154,071	-	2,111
Consumable supplies	9,196	997	19,783	15,668	13,230	131,943	5,772	466
Equipment expenses	6,974	445	6,360	6,066	3,508	13,003	1,039	236
Communications	8,872	240	14,863	17,419	6,803	31,015	2,501	472
Travel and transportation	21,657	4,089	109,781	170,443	61,193	38,317	3,993	2,570
Assistance to individuals	64	-	10,967	15,820	1,249	16,745	15	10
Insurance	6,081	455	7,180	7,468	5,104	10,461	-	298
Membership dues	581	42	613	1,784	437	2,807	-	25
Other expenses	3,014	1,889	269	328	2,495	22,360	58	11
Total expenses	\$ 995,952	\$ 75,973	\$ 1,279,379	\$ 1,384,192	\$ 883,533	\$ 6,403,913	\$ 170,731	\$ 35,777

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.

**Board of Directors
January 2014**

PRESIDENT

Marge McClellan

MEMBER-AT-LARGE

Steve Michaud

HONORARY BOARD

MEMBERS

Caroline Gale

VICE PRESIDENT

Marti Faulkner

Jenn Pinneo

Natalie Peterson

SECRETARY

Madelene Costello

Amy Mitz

Felix Weingart, Jr.

Judy Houghton

TREASURER

James Salmon

STAFF

Dale Heon, CFO

CEO

Eric Johnson

Susan Wiggin, Executive Assistant

Louise Valliere

Suzanne Gaetjens-Olsen

Bob Fink

Liz Charles

KEY ADMINISTRATIVE PERSONNEL - FY2015

NORTHERN HUMAN SERVICES

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Eric Johnson	0.50	\$ 72,500.00	\$ 2,616.82	4%
Chief Financial Officer	Dale Heon	0.50	\$ 46,293.50	\$ 1,670.92	4%
Medical Director	Eric VanLeuvan	1.00	\$ 207,000.00	\$ 7,471.48	4%
Chief Operations Officer	Vacant	0.00	-	\$ -	0%

SENIOR MANAGEMENT EXECUTIVE

Cross-Functional Experience & Cross System Expertise

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

*Contract Development & Monitoring
*Budget Development
*Consumer Rights Protection
*Personnel Management

*Corporate Compliance
*Quality Assurance
*Program Development

*Policy Development
*Grant Writing
*Inter-Agency Collaboration

PROFESSIONAL EXPERIENCE

Northern Human Services - Conway, NH 1984 – Present

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

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

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

Examples of Leadership:

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

Northern NH Council on Alcoholism - Dummer, NH 1983 -1985

- **DRUG AND ALCOHOL COUNSELOR**

NH Office of Alcohol and Drug Abuse & Prevention – Concord, NH 1982 - 1983

- **VISTA VOLUNTEER**
-

EDUCATION

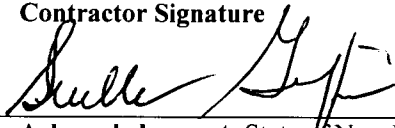
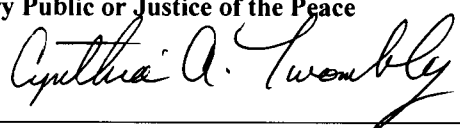
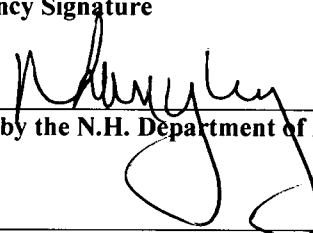
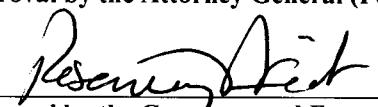
Masters of Human Service Administration (MSHSA)
Springfield College – Springfield, MA

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

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 06-30-15	1.8 Price Limitation \$479,360
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Suellen Griffin, President/CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Grafton</u> On <u>May 21, 2014</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 CYNTHIA A. TWOMBLY Notary Public - New Hampshire My Commission Expires August 14, 2018			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-3-14</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.

EXHIBIT A
SCOPE OF WORK
FY 2015

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, 2014, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.

II. QUALITY IMPROVEMENT

- A. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- B. In order to 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 clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - a. The means to determine eligibility for all clients, beginning with initial eligibility or redetermination of eligibility, whichever comes first;
 - b. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - c. Submitted to the online web site designed for the State that will create client-level, regional, and statewide outcome reports.
 - 3. Re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every 90 days.
 - 4. The NH version of the CANS or the ANSA shall be employed to develop an individualized, person-centered treatment plan.

Contractor Initials: 
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5. The obligation of the Contractor to utilize the NH version of the CANS and ANSA shall commence, in accordance with the implementation schedule developed by DHHS, upon the issuance by DHHS of the formal Acceptance letter to the vendor. Said Acceptance Letter shall be issued only upon a successful pilot and assurance that implementation can be done electronically.
- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2015 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2014 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to either return to services in the community or offer services at the local Contractor.
- 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 Contractor shall work with DHHS to review cases of consumers that (NHH), and/or the Contractor 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 Contractor shall make a face-to-face appointment available to a consumer leaving (NHH) who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.

V. COORDINATION WITH PRIMARY CARE PROVIDER

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

Contractor Initials:

Date:

JS
5/21/14

VI. TRANSITION OF CARE

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

VII. PAYMENT FOR SERVICES

- A. 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.
- B. 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.

VIII. COMMUNITY MENTAL HEALTH PROVIDER (CMHP) STATUS

The Contractor shall be required to meet the approval requirements of He-M 403.08 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

IX. MAINTENANCE OF FISCAL INTEGRITY

- A. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet and Profit and Loss Statements for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) days after each month end.
 - 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 thirty (30) business days with no variance allowed, effective January 1, 2015.
 - 2. **Current Ratio:**
 - a. **Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - b. **Formula:** Total current assets divided by total current liabilities.
 - c. **Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed, effective January 1, 2015.

Contractor Initials: *AP*
Date: *5/21/14*

3. **Medicaid Days in Accounts Receivable:**

- a. **Rationale:** Medicaid is the primary payor for most community mental health providers. 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 DHHS 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. Commencing January 1, 2015, in the event that the Contractor does not meet either:

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

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor is unable to meet the standards. In addition, DHHS may require the Contractor to submit a corrective action plan with periodic updates on a schedule that is mutually agreeable to the parties.

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

Contractor Initials:

Date:

JS
5/21/14

X. REPORTING REQUIREMENTS

- A. On a quarterly basis, the Contractor shall provide to DHHS the following:
1. For BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 2. For Non-BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- B. BBH eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- C. A Department approved template will be provided. (See Exhibit B – 1 Reporting Template). The first report will be for the quarter ending 09-30-14 and shall be due within thirty (30) days after the respective quarter end.

XI. REDUCTION OR SUSPENSION OF FUNDING

- A. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- B. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS 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 DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
1. All new applicants for services will receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 2. The Contractor shall continue to provide emergency services to all consumers;
 3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) days written notice with an explanation of the programmatic and financial impact.

Contractor Initials:

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- B. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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.
- D. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal reporting requirements within timeframes reasonably specified by DHHS.
- B. 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 fifteenth (15th) of each month unless otherwise agreed to by DHHS;
 - 2. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS;
 - 3. Data shall be current and updated as required for federal reporting; and
 - 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; and
 - f. School attendance data.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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

XV. EMERGENCY SERVICES

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

Contractor Initials: 
Date: 5/21/14

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS [ACT] INFRASTRUCTURE

- A. By October 1, 2014, the Contractor shall develop and implement ACT teams that are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, ACT teams shall deliver comprehensive, individualized, and flexible services, supports, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for ACT teams serve no more than ten (10) to twelve (12) individuals per ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- B. The Contractor shall notify DHHS when not in compliance with the requirements specified in XVI., A, above. Such notification shall be included with the invoices submitted for payment of ACT Team funds as described in Exhibit B., Section H.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 16.1 percent by June 1, 2015. The penetration rate is determined by dividing the number of adults with SMI receiving EBSE by the number of adults with SMI being served by the Contractor.
- C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2014.

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

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

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

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

XX. DATA INFRASTRUCTURE GRANT (DIG)

- A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. The Contractor shall seek approval from DHHS before planning to use or committing any DIG or federal data infrastructure funds.

Contractor Initials: 
Date: 5/21/14

- C. Activities that may be funded:
1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
1. Progress Reports received by DHHS according to prior agreement with Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MEDICAID INCENTIVES FOR PREVENTION OF CHRONIC DISEASE (MIPCD)

- A. The Contractor is a project site in a five (5) year grant awarded to the NH Department of Health and Human Services by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (MIPCD) "*Healthy Choices, Healthy Changes*" (HCHC) and "*Breath Well, Live Well*" (BWLW).
- B. *Healthy Choices, Healthy Changes* is a demonstration to measure health outcomes associated with beneficiary incentives in the form of health and fitness club memberships, weight watcher memberships and fitness coaching accompanied by randomization into a cash rewards incentive for participation. *Breath Well, Live Well* is a demonstration on the outcomes associated with tobacco education and tobacco cessation, including a cash rewards incentive. Both programs are targeted to Medicaid recipients eligible to receive community mental services.
- C. MIPCD 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. MIPCD 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.
- D. MIPCD will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- E. MIPCD 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.

Contractor Initials: 
Date: 3/21/14

- F.** Incentives Counselors (ICs) will be employed by Dartmouth to:
1. Promote access to the MIPCD program;
 2. Help participants make decisions about health behavior changes; and
 3. Encourage the use of incentives.
- G.** The Contractor will establish an In SHAPE program, necessary for offering HCHC. 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 MIPCD program at the Contractor's location.
- H.** The Contractor will provide space in the offices of the Contractor that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- I.** The Contractor will devise and implement a plan to provide transportation assistance to MIPCD participants, as specified and funded in the grant.
- J.** The Contractor will also identify a project site MIPCD Leader who will work with members of the MIPCD implementation and evaluation teams at DHHS and Dartmouth to ensure that the project is progressing, as required by the grant.
- K.** The Contractor will partner with MIPCD project members at DHHS and the Dartmouth Center for Aging Research with a goal to recruit and enroll a total of:
1. 148 Contractor's clients eligible for Medicaid in the weight management programs statewide; and
 2. 200 Contractor's clients eligible for Medicaid in the smoking education and cessation programs statewide.
- L.** The Contractor will provide the information needed for required reporting to CMS, as requested by MIPCD project members at DHHS and the Dartmouth Center for Aging Research.

FY15 Region 2 CMHC Exhibit A

Contractor Initials:

Date:

SS
5/21/14

EXHIBIT B
METHODS OF PAYMENT
FY 2015

- A. 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 Department of Health and Human Services (DHHS) 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, DHHS may reduce State funds allocated under this Agreement as necessary for DHHS to meet its obligations reflected in the final FY14-15 budget appropriation for DHHS by the New Hampshire General Court.
- B. All reports required pursuant to this Agreement are due to DHHS within timeframes specified by DHHS. DHHS 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 DHHS's satisfaction, unless a waiver has been granted. DHHS 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.
- C. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- D. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.
- E. 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

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

Program To Be Funded	Amount	Payment Method
Emergency Services	\$ 87,879	12 equal payments
Adult ACT Team Infrastructure	225,000	Monthly invoices
Div. for Children Youth and Families (DCYF) Consultation	1,770	Invoiced by CMHC
Medicaid Incentive for the Prevention of Chronic Disease	159,711	Monthly invoices
Data Infrastructure (DIG)	5,000	Invoiced by CMHC
Total	\$479,360	

Contractor Initials: 

Date: 5/21/14

G. EMERGENCY SERVICES

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

H. ADULT ACT TEAM INFRASTRUCTURE

Upon approval of the contract by Governor and Council, DHHS will issue the Contractor an upfront 3-month payment. After three months from the start date of the contract, the Contractor shall draw down the additional funds by submitting monthly invoices to DHHS for maintenance of the Adult ACT Team. Invoices shall indicate the level of compliance with the standards set forth in Exhibit A., XVI., A. DHHS reserves the right to withhold and/or deduct payment for any period during which the standards have not been met.

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

The Contractor shall draw down these funds by submitting invoices to DHHS for providing 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.

J. DATA INFRASTRUCTURE FUNDS (DIG)

The Contractor shall draw down these funds by submitting invoices to DHHS.

K. MEDICAID INCENTIVE FOR THE PREVENTION OF CHRONIC DISEASE (MIPCD)

The Contractor shall draw down these funds by submitting monthly invoices to DHHS.

L. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

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: \$314,649

Federal Grant Funds: \$164,711

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: \$5,000

CFDA #: 93.536

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

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

Amount: \$159,711

FY15 Exhibit B Region 2

List of State account numbers as referenced in Block 1.6 of the General Provisions form P-37:

05-95-92-920010-5945

05-95-92-920010-7851

05-95-92-920010-2087

05-95-42-421010-2958

Contractor Initials: 

Date: 5/21/14

Exhibit B - 1 **Reporting Template**

BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Non-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost incurred by the CMHC Less Cost Received						
Net Cost to the CMHC						

NON BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Non-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost incurred by the CMHC Less Cost Received						
Net Cost to the CMHC						

Notes:

Based on clients with at least 1 service during the reporting period
Eligibility (BBH-Eligible or Not Eligible) is last eligibility reported
Payer is last payer reported

Contractor Initials: *SS*
Date: *5/21/14*

EXHIBIT C
SPECIAL PROVISIONS
FY2015

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 Department of Health and Human Services (DHHS) upon request.

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

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

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

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

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding “Event of Default, Remedies” with the following:

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

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;

8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;

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- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model by January 1, 2015, in accordance with Exhibit A., XVII., D.

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.

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- 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. Require the Contractor to pay to the State, as liquidated damages, the sum of \$100 per day for each day after January 1, 2015 that the Contractor fails to provide Evidence-Based Supported Employment in fidelity to the Dartmouth model. 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 meet the standard. 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.
- 8.2.8. 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 Subparagraph 8.1.13. or 8.1.14. 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:
- 8.2.8.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
- 8.2.8.2. Conduct a financial audit of the Contractor; and/or
- 8.2.8.3. 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 DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.

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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. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.
- 9.5.** The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.
- 9.5.1.** 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 in accordance with Exhibit A., IX., A.
- 9.5.1.1.** The monthly Balance Sheet and Profit & Loss Statements, 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 Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State’s satisfaction.
- 9.5.1.3.** The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.4.** On or before November 1, 2014, the Contractor shall deliver to DHHS, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2014, including the funds received under the fiscal year 2014 Agreement.
- 9.5.1.5.** 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 DHHS.
- 9.5.3.** For required federal reports, the Contractor shall:

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- 9.5.3.1.** Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
- 9.5.3.2.** Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
- 9.5.3.3.** Submit to DHHS all reasonable additional reports and data files as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.
- 9.5.3.4.** The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the 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 DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.2.** In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its' obligations hereunder.
- 10.3.** The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.

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 DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

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- 12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

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 DHHS 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

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14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

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 re-modeling) any building or other facility, or purchase any major medical equipment;

22.1.4. To satisfy any requirement for the expenditure of non Federal funds as a condition of a receipt of Federal funds; or

22.1.5. To provide services to persons at local jails or any correctional facility.

22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

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

22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.

22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:

22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;

22.6.2. The consideration, if any, to be paid;

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- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.
- 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.

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;

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- (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 Hlth

From: 7/1/2014 To: 6/30/2015

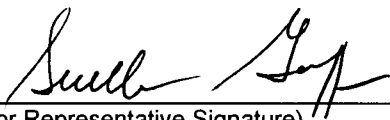
(Contractor Name)

(Period Covered by this Certification)

Suellen Griffin

President/CEO

(Name & Title of Authorized Contractor Representative)



5/21/14

(Contractor Representative Signature)

(Date)

Contractor Initials: 
Date: 5/21/14

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):

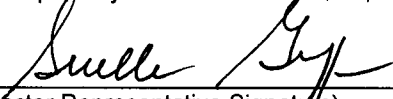
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 07-01-14 through 06-30-15

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 Svs DBA West Central Behavioral Hlth
 (Contractor Name)

5/21/14
 (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: SS

Date: 5/21/14

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)

5/21/14
(Date)

Contractor Initials: 
Date: 5/21/14

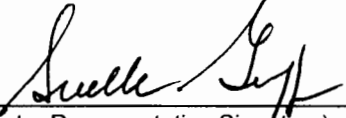
NH Department of Health and Human Services

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)

5/21/14
(Date)

Contractor Initials: SG
Date: 5/21/14

NH Department of Health and Human Services

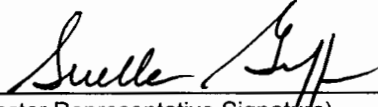
STANDARD EXHIBIT H

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)

5/21/14
(Date)

Contractor Initials: 
Date: 5/21/14

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.

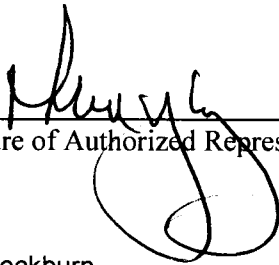
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

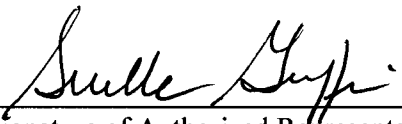
NH DHHS, Div of Community Based Care Services
Bureau of Behavioral Health

West Central Services
DBA West Central Behavioral Health

The State Agency Name

Name of the Contractor


Signature of Authorized Representative


Signature of Authorized Representative

Sheri Rockburn

Suellen Griffin

Name of Authorized Representative

Name of Authorized Representative

Director

President / CEO

Title of Authorized Representative

Title of Authorized Representative

Date

5/28/14

Date

5/21/14

Contractor Initials: 

Date:

5/21/14

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.

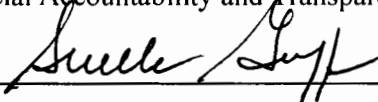
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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

5/21/14

(Contractor Name)

(Date)

Contractor initials: SG
Date: 5/21/14
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?

X NO

____ YES

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

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

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

____ NO

X YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: SH

Date: 5/21/14

Page # 16 of Page # 16

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 14th day of April A.D. 2014

A handwritten signature in cursive script, 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 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 14th day of April, A.D. 2014

A handwritten signature in dark ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, **Patricia Warren**, do hereby certify that:

1. I am the duly elected **Chairman, Board of Directors of West Central Services, Inc.**
DBA West Central Behavioral Health
2. The following are true copies of two resolutions duly adopted by meeting of the Board of Directors of the Corporation duly held on **May 14, 2014**.

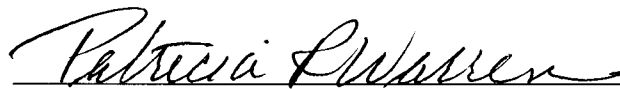
RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, concerning the following matter:

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 21, 2014**.
4. **Suellen Griffin** is duly elected **President/CEO** of the Corporation.

(Seal)
(Corporation)

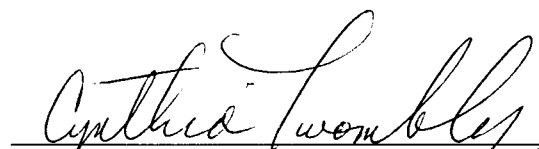

(Signature of Board Member)

State of **New Hampshire**

County of **Grafton**

The foregoing instrument was acknowledged before me this **21** day of **May, 2014**

by **Patricia Warren**


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

(Seal)
(Notary Public)

Commission Expires: **August 14, 2018**

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2013

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 1-617-531-6000

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

INSURED
West Central Services, Inc.

d/b/a West Central Behavioral Health
9 Hanover Street, Suite 2
Lebanon, NH 03766

CONTACT

NAME:

PHONE:

(A/C, No, Ext):

E-MAIL:

ADDRESS:

FAX:

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: LEXINGTON INS CO

19437

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 36166540

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			6795757	10/01/13	10/01/14	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							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						\$
	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) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS						
A	UMBRELLA LIAB			6795756	10/01/13	10/01/14	EACH OCCURRENCE \$ 25,000,000
	EXCESS LIAB						AGGREGATE \$ 25,000,000
	☐ OCCUR ☒ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	HEALTHCARE PROFESSIONAL LIABILITY (CLAIMS MADE)			6795757	10/01/13	10/01/14	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 25 (2010/05)
Eva.Gee@integrogroupp.com_BOS
36166540

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2014

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

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

PRODUCER Hays Companies of New England 133 Federal Street 2nd Floor Boston, MA 02110	1-617-723-7775	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED West Central Services Inc DBA: West Central Behavioral Health 9 Hanover Street, Suite 2 Lebanon, NH 03766		INSURER(S) AFFORDING COVERAGE INSURER A: NEW HAMPSHIRE EMPLOYERS INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13083	

COVERAGES

CERTIFICATE NUMBER: 39759993

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 ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			ECC-600-4000024-2014A	06/01/14	06/01/15	☒ 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

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

Evidence of Insurance

CERTIFICATE HOLDER

Bureau of Behavioral Health

105 Pleasant Street

Concord, NH 03301

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)
MCrosby
39759993

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NEWEN-5

OP ID: JG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/14

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 CENTURION CORPORATION Centurion Place, PO Drawer 959 Hanover, NH 03755-0959 A. W. Cunningham, CIC		Phone: 603-643-2000 Fax: 603-643-2740	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
			INSURER(S) AFFORDING COVERAGE	
			INSURER A: The Hartford	
			INSURER B:	
			INSURER C:	
			INSURER D:	
			INSURER E:	
			INSURER F:	

INSURED
NewEngland Alliance for Health
Jeanette Lemay, Insurance Mgr.
One Medical Center Drive
Lebanon, NH 03756-0001

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 VVD	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 ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			04 UEN AW3725	10/01/13	10/01/14	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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				WC STATU-TORY LIMITS ☐ OTH-ER ☐ 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
Bureau of Behavioral Health
Main Bldg, Rm. 210S
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2014

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

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

COVERAGES**CERTIFICATE NUMBER:** 39740550**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 ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ EXCESS LIAB 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	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Directors & Officers Liab Liability incl. EPL - PRIMARY (Claims made)			02-881-05-31	03/31/14	03/31/15	Each Claim	15,000,000
							Aggregate	15,000,000
							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 HOLDERState 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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2014

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

COVERAGES

CERTIFICATE NUMBER: 39740553

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 ☐ 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 ☐ HIRED AUTOS ☐ SCHEDULED 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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below ☐ Y/N ☒ N/A					WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime Coverage		02-881-05-31	03/31/14	03/31/15	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 HOLDERState 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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2014

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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): E-MAIL ADDRESS: FAX (A/C, No):														
INSURED Dartmouth-Hitchcock Health and other Scheduled Named Insureds One Medical Center Drive Lebanon, NH 03756	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: NATIONAL UNION FIRE INS CO OF PITTS</td><td>19445</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NATIONAL UNION FIRE INS CO OF PITTS	19445	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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:** 39741069**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 ☐ HIRED AUTOS ☐ SCHEDULED 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? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Fiduciary Liability			02-881-05-31	03/31/14	03/31/15	Each Claim 10,000,000

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

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

Evidence of Fiduciary Liability

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Bureau of Behavioral Health Attn: Sandy Lawrence 105 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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Factory Mutual Insurance Company
1175 Boston-Providence Turnpike
P.O. Box 9102
Norwood, Massachusetts
02062
United States of America
Tel: (1) 781 440-8000
Fax: (1) 781 440-8742

POLICY INFORMATION FORM

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

Policy No.:	AG690	Policy Term	
Account No.:	1-66404	Effective Date:	01 October 2013
		Expiration Date:	01 October 2014

NAMED INSURED:

DARTMOUTH-HITCHCOCK HEALTH

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

See Attached

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

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

CERTIFICATE TERM:	Effective: 01 October 2013
	Expires: 01 October 2014

THIS POLICY INSURES THE FOLLOWING KINDS OF PROPERTY:

Real Property in which the Insured has an insurable interest.

Personal Property owned by the Insured.

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

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

Certificate No: 00018-001

Authorized Signature / Issue Date
Michael J. Ryan/ 22 May 2014

For questions, contact: Amy Daley

State of New Hampshire
ATTN: Sandy Lawrence
Bureau of Behavioral Health
105 Pleasant Street
Main Building, Room 210S
Concord, New Hampshire 03301, USA

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

Certificate No: 00018-001

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

Administration Building West Central Services
9 Hanover Street
Suite 2
LEBANON, New Hampshire 037661312, USA

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 1,045,135

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

Arbor View
163 Summer Street
Newport, New Hampshire 03773-1208, USA

Location No.:

M5-02

INDEX No.:

001220.22

Division:

West Central Services

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 439,583

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

Behavioral Information Systems
23 Bank Street
Lebanon, New Hampshire 03766-1770, USA

Location No.:

M5-03

INDEX No.:

001220.21

Division:

West Central Services

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 538,371

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

West Central Services
52 West Street
MILFORD, New Hampshire 030554848, USA

Location No.:

M5-04

INDEX No.:

000000.00

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 126,578

Account No.: 1-66404 Certificate No: 00018-001
Policy No.: AG690

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

Location No.:

INDEX No.:

M5-05

000000.00

West Central Services
122 Pleasant Street
CLAREMONT, New Hampshire 037432679, USA

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

Insurance Provided:

Peril:

Limit Of Liability:

Property Damage

All Risk

USD 181,368

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

Location No.:

INDEX No.:

M5-06

000000.00

Counseling Center of Newport West Central Services
167 Summer Street
Suite 3
NEWPORT, New Hampshire 037731281, USA

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

Insurance Provided:

Peril:

Limit Of Liability:

Property Damage

All Risk

USD 62,244

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

Location No.:

INDEX No.:

M5-07

001220.18

18 Bailey Avenue
Claremont, New Hampshire 03743-2704, USA

Division:

West Central Services

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

Insurance Provided:

Peril:

Limit Of Liability:

Property Damage

All Risk

USD 580,140

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

Location No.:

INDEX No.:

M5-09

000000.00

High Street Apartments West Central Services
64 High Street
CLAREMONT, New Hampshire 037432714, USA

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

Insurance Provided:

Peril:

Limit Of Liability:

Property Damage

All Risk

USD 825,337

Account No.: 1-66404 Certificate No: 00018-001
Policy No.: AG690

DESCRIPTION AND LOCATION OF PROPERTY COVERED:

Real and Personal Property

Location No: INDEX No:
M5-11 001375.97

West Central Behavioral Health
85 Mechanic Street Suite 360
Lebanon, New Hampshire 03766-1500, USA

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

Insurance Provided:	Peril:	Limit Of Liability:
Property Damage	All Risk	USD 157,501



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2013 and 2012, and the related statement of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 14 through 17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statement themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell Braman & Sargent

St. Albans, Vermont
October 10, 2013

West Central Services, Inc.
 Part of West Central Revenue - Health
 STATEMENT OF FINANCIAL POSITIONS
 June 30

ASSETS	2013	2012
CURRENT ASSETS		
Cash and cash equivalents	\$ 138,192	\$ 135,647
Investments	298,835	230,766
Accounts receivable - trade, net	831,623	938,475
Accounts receivable - other	256,740	115,278
Current portion of notes receivable	3,843	3,843
Due from affiliates	1,855	850
Pre-paid expenses	71,285	54,388
TOTAL CURRENT ASSETS	<u>1,702,373</u>	<u>1,539,247</u>
PROPERTY AND EQUIPMENT, net	<u>816,890</u>	<u>836,996</u>
INVESTMENTS	<u>75,346</u>	<u>68,652</u>
OTHER ASSETS		
Deposits	<u>15,301</u>	<u>54,496</u>
NOTES RECEIVABLE, less current portion above		<u>3,515</u>
TOTAL ASSETS	<u>\$ 2,639,912</u>	<u>\$ 2,493,906</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Line of credit	\$ 637,515	\$ 771,341
Accounts payable	262,009	492,841
Accrued payroll and related expenses	33,429	14,172
Due to affiliates	-	3,575
Deferred revenue	62,243	44,367
Deposits and other current liabilities	4,912	4,515
Current portion of long-term debt payable	119,000	-
Current portion of capital lease obligations	10,772	10,247
TOTAL CURRENT LIABILITIES	<u>1,129,889</u>	<u>1,341,058</u>
CAPITAL LEASE OBLIGATIONS, less current portion above	<u>12,236</u>	<u>24,874</u>
LONG-TERM DEBT, less current portion above	<u>728,500</u>	<u>550,000</u>
TOTAL LIABILITIES	<u>1,870,616</u>	<u>1,915,932</u>
UNRESTRICTED NET ASSETS	<u>769,296</u>	<u>577,974</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,639,912</u>	<u>\$ 2,493,906</u>

See Accompanying Notes to Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Years Ended 12/31/2013 and 2012

	2013	2012
PUBLIC SUPPORT AND REVENUES		
Public support:		
Federal	\$ 94,727	\$ 77,238
State of New Hampshire - BBH	101,827	15,245
Contracted services and other public support	411,836	661,866
Total public support	608,390	754,349
Revenues:		
Program service fees	8,714,633	8,400,571
Rental income	139,002	136,962
In-Kind revenue	41,581	37,747
Other revenue	772,424	590,120
Total revenues	9,667,640	9,165,400
TOTAL PUBLIC SUPPORT AND REVENUES	<u>10,276,030</u>	<u>9,919,749</u>
EXPENSES		
BBH funded program services:		
Maintenance	3,514,922	3,278,573
Vocational	577,936	212,174
Children	3,317,298	3,133,347
Elderly services	404,983	315,847
Emergency services	324,294	357,695
Housing services	900,426	1,190,745
Non-eligibles	689,170	-
Other Non-BBH funded program services	375,667	1,272,869
TOTAL EXPENSES	<u>10,104,696</u>	<u>9,761,250</u>
CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES	171,334	158,499
OTHER INCOME		
Investment gain (loss)	19,988	(27)
CHANGE IN NET ASSETS	191,322	158,472
NET ASSETS, beginning of year	<u>577,974</u>	<u>419,502</u>
NET ASSETS, end of year	<u>\$ 769,296</u>	<u>\$ 577,974</u>

See Accompanying Notes to Financial Statements

West Central Services, Inc.
 and its wholly owned subsidiary
 West Central Behavioral Health
 CONSOLIDATED CASH FLOWS
 For the years ended June 30

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 191,332	\$ 108,117
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	91,827	109,960
Unrealized gain on investment in partnership	(6,694)	
(Increase) decrease in the following assets:		
Accounts receivable - trade	106,852	158,987
Accounts receivable - other	(141,462)	35,497
Due from affiliates	(1,005)	87,034
Prepaid expenses	(16,897)	68,032
Security Deposits	9,193	(14,425)
Increase (decrease) in the following liabilities:		
Accounts payable	(230,832)	(326,722)
Accrued payroll and related expenses	19,257	(221,208)
Deferred revenue	17,876	11,625
Due to affiliates	(3,575)	(3,586)
Deposits and other current liabilities	397	4,189
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	36,259	(150,114)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(71,721)	(67,716)
Payments received on notes receivable	3,515	2,882
Investment activity, net	(18,069)	575
NET CASH (USED) IN INVESTING ACTIVITIES	(86,275)	(64,259)
CASH FLOWS FROM FINANCING ACTIVITIES		
Net proceeds on line of credit	(133,826)	191,809
Payments on capital lease obligations	(12,113)	(15,547)
Recharacterization of accounts payable	532,000	-
Repayment of notes payable	(234,500)	-
NET CASH PROVIDED BY FINANCING ACTIVITIES	151,561	176,262
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	101,545	(38,111)
CASH AND CASH EQUIVALENTS, Beginning of year	136,647	174,758
CASH AND CASH EQUIVALENTS, End of year	\$ 238,192	\$ 136,647
Cash paid during the year for interest	\$ 27,284	\$ 29,716
Assets acquired through issuance of Capital Lease Obligations	\$ -	\$ 14,584

See Notes to Accompanying Financial Statements

West Central Services, Inc.
West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
For the Year Ended June 30, 2013

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

West Central Services, Inc. (the West Central Behavioral Health (the Agency) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs. It is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Agency qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an agency that is not a private foundation under Section 509(a)(2).

Property and Equipment

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

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

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

State Grants

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

Vacation Pay and Fringe Benefits

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

Estimates

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

Cash and Cash Equivalents

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

WEST CENTRAL BEHAVIORAL HEALTH

Member of  DARTMOUTH-HITCHCOCK ALLIANCE

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.

West Central Behavioral Health

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

BOARD OF DIRECTORS FY14

MARCH 2014

CHAIR

Patricia R. Warren

Kristina E. Fjeld-Sparks

EX-OFFICIO

Alan I. Green, MD

VICE CHAIR

Katherine Milligan

Steven L. Monette

EX-OFFICIO

Suellen Griffin, MSN

SECRETARY/TREASURER

Scott Laughinghouse

Nancy J. Reardon

EX-OFFICIO

Diane Roston, MD
Medical Director

Gert Assmus

Carla M. Skinder

Lisa Flores

Tuck Board Fellow

Cathryn S. Baird

Professor Phillip Stocken

Robert Gallagher

Tuck Board Fellow

Bayle Drubel, Esq.

KEY ADMINISTRATIVE PERSONNEL - FY2015

WEST CENTRAL SERVICES

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Suellen Griffin	1.00	\$ 156,056.00	\$ 7,258.27	5%
Chief Financial Officer	Jason Adams	1.00	\$ 95,000.00	\$ 4,418.51	5%
Medical Director	Diane Roston	0.65	\$ 116,025.00	\$ 5,396.40	5%
Chief Operations Officer	Cynthia Twombly	1.00	\$ 86,700.00	\$ 4,032.48	5%

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 SVC MC system.
- Opened and operated a 19 bed substance abuse detoxification unit in an acute care facility with \$5,303,074 in revenue and a \$2,003,052 contribution margin.
- Designed and operated a 21 bed psychiatric inpatient unit serving the dually diagnosed population of Mentally Ill/Mentally Retarded and Developmentally Disabled with a \$3,983,709 increase in revenue and a \$971,305 contribution margin.
- Designed and operated a 24 bed psychiatric inpatient unit with a revenue base of \$4,773,377 and a contribution margin of \$1,008,761.
- Opened a 10 bed detoxification unit with \$2,813,847 in revenue and a \$591,706 contribution margin.
- Actively participated with the Board of Directors of the Maxwell Institute, a substance abuse program, to raise over \$100,000 per year to support the program.
- Established and implemented productivity standards across BHS system to produce a positive bottom-line.

Vice President-Clinical Service, Harrison and

11/99-9/00

Director- Patient Care Services Manhattan

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

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

Vice President-Clinical Services

11/98-10/99

St. Vincent's Hospital, Harrison, NY

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

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

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

St. Vincent's Hospital, Harrison, NY

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

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

St. Vincent's Hospital, Harrison, NY

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

St. Vincent's Hospital, Harrison, NY

Assistant Director, Outpatient Mental Health Services

7/94-10/94

Referral Coordinator/Therapist

10/93-7/94

Clinical Nurse Specialist, Nursing Services

7/88-10/93

Evening Divisional Care Coordinator, Nursing Administration

12/82-7/88

Head Nurse, Nursing Services

2/79-12/82

Staff Nurse, Nursing Services

2/76-2/79***Adjunct Clinical Instructor*****8/93-12/95**

Cochran School of Nursing, St. John's Hospital

Yonkers, NY

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

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

Responsible for skills assessment and training of nursing personnel for the 815th Station Hospital and the 344th General Hospital.

Senior Officer responsible for all aspects of Finance Department – 344th General Hospital.

Lecturer**10/07-Present**

Department of Psychiatry, Dartmouth Medical School

Education**M.S.N.****Yale University, New Haven, CT****1992**

Masters in Adult Psychiatric/Mental Health Nursing

Sigma Theta Tau Honor Society

B.B.A.**Pace University, Pleasantville, NY****1987**

Bachelor of Business Administration

Alpha Chi Honor Society

Diploma**St. Mary's School of Nursing, Amsterdam, NY****1976**

Registered Nurse

Licenses:

Registered Nurse:

Connecticut and New York State

Psychiatric Nurse Practitioner:

New York State

Academic Appointments:

Lecturer in Psychiatry, Dartmouth Medical School, Lebanon, NH

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

American College of Healthcare Executives, FACHE

New York Organization of Nurse Executives

Sigma Theta Tau Honor Society, Delta Mu Chapter

Alpha Chi Honor Society

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

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

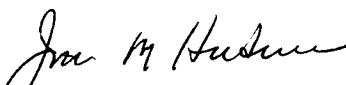
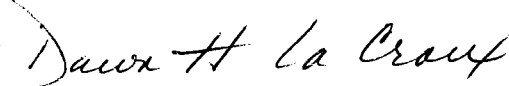
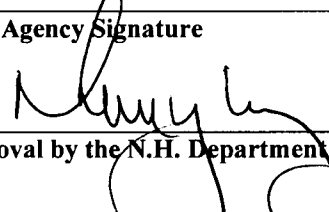
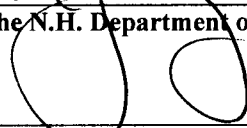
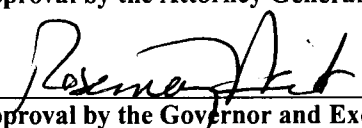
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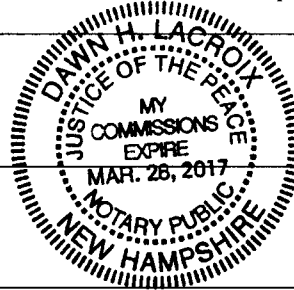
Chronic Medical Illness as it Relates to Major Depressive Disorder, Yale University, 1992 (unpublished Master Thesis)

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 06-30-2015	1.8 Price Limitation \$490,651
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature  5/22/14		1.12 Name and Title of Contractor Signatory Jim Hundrieser Treasurer	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Belknap</u> On <u>5/22/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Dawn H. La Croix, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-3-14</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.

EXHIBIT A
SCOPE OF WORK
FY 2015

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, 2014, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.

II. QUALITY IMPROVEMENT

- A. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- B. In order to 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 clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - a. The means to determine eligibility for all clients, beginning with initial eligibility or redetermination of eligibility, whichever comes first;
 - b. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - c. Submitted to the online web site designed for the State that will create client-level, regional, and statewide outcome reports.
 - 3. Re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every 90 days.
 - 4. The NH version of the CANS or the ANSA shall be employed to develop an individualized, person-centered treatment plan.

Contractor Initials: 
Date: 12-22-14

5. The obligation of the Contractor to utilize the NH version of the CANS and ANSA shall commence, in accordance with the implementation schedule developed by DHHS, upon the issuance by DHHS of the formal Acceptance letter to the vendor. Said Acceptance letter shall be issued only upon a successful pilot and assurance that implementation can be done electronically.
- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2015 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2014 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to either return to services in the community or offer services at the local Contractor.
- 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 Contractor shall work with DHHS to review cases of consumers that (NHH), and/or the Contractor 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 Contractor shall make a face-to-face appointment available to a consumer leaving (NHH) who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.

V. COORDINATION WITH PRIMARY CARE PROVIDER

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

Contractor Initials: 
Date: 4/22/14

VI. TRANSITION OF CARE

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

VII. PAYMENT FOR SERVICES

- A.** 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.
- B.** 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.

VIII. COMMUNITY MENTAL HEALTH PROVIDER (CMHP) STATUS

The Contractor shall be required to meet the approval requirements of He-M 403.08 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

IX. MAINTENANCE OF FISCAL INTEGRITY

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

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 thirty (30) business days with no variance allowed, effective January 1, 2015.

2. Current Ratio:

- a.** Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b.** Formula: Total current assets divided by total current liabilities.
- c.** Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed, effective January 1, 2015.

Contractor Initials: 
Date: 5-22-16

3. **Medicaid Days in Accounts Receivable:**

- a. **Rationale:** Medicaid is the primary payor for most community mental health providers. 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 DHHS 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. Commencing January 1, 2015, in the event that the Contractor does not meet either:

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

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor is unable to meet the standards. In addition, DHHS may require the Contractor to submit a corrective action plan with periodic updates on a schedule that is mutually agreeable to the parties.

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

Contractor Initials: 
Date: 5-22-11

X. REPORTING REQUIREMENTS

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

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

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

C. A Department approved template will be provided. (See Exhibit B – 1 Reporting Template). The first report will be for the quarter ending 09-30-14 and shall be due within thirty (30) days after the respective quarter end.

XI. REDUCTION OR SUSPENSION OF FUNDING

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

B. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS 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 DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:

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

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

A. Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) days written notice with an explanation of the programmatic and financial impact.

Contractor Initials: *JH*
Date: *5.16/14*

- B. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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.
- D. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal reporting requirements within timeframes reasonably specified by DHHS.
- B. 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 fifteenth (15th) of each month unless otherwise agreed to by DHHS;
 - 2. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS;
 - 3. Data shall be current and updated as required for federal reporting; and
 - 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; and
 - f. School attendance data.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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

XV. EMERGENCY SERVICES

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

Contractor Initials: 
Date: 5.22.14

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS [ACT] INFRASTRUCTURE

- A. By October 1, 2014, the Contractor shall develop and implement ACT teams that are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, ACT teams shall deliver comprehensive, individualized, and flexible services, supports, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for ACT teams serve no more than ten (10) to twelve (12) individuals per ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- B. The Contractor shall notify DHHS when not in compliance with the requirements specified in XVI., A, above. Such notification shall be included with the invoices submitted for payment of ACT Team funds as described in Exhibit B., Section H.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 16.1 percent by June 1, 2015. The penetration rate is determined by dividing the number of adults with SMI receiving EBSE by the number of adults with SMI being served by the Contractor.
- C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2014.

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

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

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

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

XX. DATA INFRASTRUCTURE GRANT (DIG)

- A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. The Contractor shall seek approval from DHHS before planning to use or committing any DIG or federal data infrastructure funds.

Contractor Initials 
Date 5-22-14

- C. Activities that may be funded:
1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
1. Progress Reports received by DHHS according to prior agreement with Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MEDICAID INCENTIVES FOR PREVENTION OF CHRONIC DISEASE (MIPCD)

- A. The Contractor is a project site in a five (5) year grant awarded to the NH Department of Health and Human Services by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (MIPCD) "*Healthy Choices, Healthy Changes*" (HCHC) and "*Breath Well, Live Well*" (BWLW).
- B. *Healthy Choices, Healthy Changes* is a demonstration to measure health outcomes associated with beneficiary incentives in the form of health and fitness club memberships, weight watcher memberships and fitness coaching accompanied by randomization into a cash rewards incentive for participation. *Breath Well, Live Well* is a demonstration on the outcomes associated with tobacco education and tobacco cessation, including a cash rewards incentive. Both programs are targeted to Medicaid recipients eligible to receive community mental services.
- C. MIPCD 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. MIPCD 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.
- D. MIPCD will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- E. MIPCD 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.

Contractor Initials: 
Date: 5.22.14

- F. Incentives Counselors (ICs) will be employed by Dartmouth to:
1. Promote access to the MIPCD program;
 2. Help participants make decisions about health behavior changes; and
 3. Encourage the use of incentives.
- G. The Contractor will establish an In SHAPE program, necessary for offering HCHC. 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 MIPCD program at the Contractor's location.
- H. The Contractor will provide space in the offices of the Contractor that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- I. The Contractor will devise and implement a plan to provide transportation assistance to MIPCD participants, as specified and funded in the grant.
- J. The Contractor will also identify a project site MIPCD Leader who will work with members of the MIPCD implementation and evaluation teams at DHHS and Dartmouth to ensure that the project is progressing, as required by the grant.
- K. The Contractor will partner with MIPCD project members at DHHS and the Dartmouth Center for Aging Research with a goal to recruit and enroll a total of:
1. 183 Contractor's clients eligible for Medicaid in the weight management programs statewide; and
 2. 200 Contractor's clients eligible for Medicaid in the smoking education and cessation programs statewide.
- L. The Contractor will provide the information needed for required reporting to CMS, as requested by MIPCD project members at DHHS and the Dartmouth Center for Aging Research.

XXII. REFUGEE INTERPRETER SERVICES

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

FY15 Region 3 CMHC Exhibit A

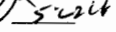
Contractor Initials: 
Date: 

EXHIBIT B
METHODS OF PAYMENT
FY 2015

- A. 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 Department of Health and Human Services (DHHS) 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, DHHS may reduce State funds allocated under this Agreement as necessary for DHHS to meet its obligations reflected in the final FY14-15 budget appropriation for DHHS by the New Hampshire General Court.
- B. All reports required pursuant to this Agreement are due to DHHS within timeframes specified by DHHS. DHHS 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 DHHS's satisfaction, unless a waiver has been granted. DHHS 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.
- C. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- D. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.
- E. 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

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

Program To Be Funded	Amount	Payment Method
Emergency Services	\$ 94,170	12 equal payments
Adult ACT Team Infrastructure	225,000	Monthly invoices
Div. for Children Youth and Families (DCYF) Consultation	1,770	Invoiced by CMHC
Medicaid Incentive for the Prevention of Chronic Disease	159,711	Monthly invoices
Data Infrastructure (DIG)	5,000	Invoiced by CMHC
Refugee Interpreter Services	5,000	Invoiced by CMHC
Total	\$490,651	

Contractor Initials: *JA*
Date: *8-2-14*

G. EMERGENCY SERVICES

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

H. ADULT ACT TEAM INFRASTRUCTURE

Upon approval of the contract by Governor and Council, DHHS will issue the Contractor an upfront 3-month payment. After three months from the start date of the contract, the Contractor shall draw down the additional funds by submitting monthly invoices to DHHS for maintenance of the Adult ACT Team. Invoices shall indicate the level of fidelity maintained during the billing period. DHHS reserves the right to withhold and/or deduct payment for any period during which fidelity requirements have not been met.

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

The Contractor shall draw down these funds by submitting invoices to DHHS for providing 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.

J. DATA INFRASTRUCTURE FUNDS (DIG)

The Contractor shall draw down these funds by submitting invoices to DHHS.

K. MEDICAID INCENTIVE FOR THE PREVENTION OF CHRONIC DISEASE (MIPCD)

The Contractor shall draw down these funds by submitting monthly invoices to DHHS.

L. REFUGEE INTERPRETER SERVICES

The Contractor shall draw down these funds by submitting invoices to DHHS.

M. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

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: \$325,940

Federal Grant Funds: \$164,711

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: \$5,000

CFDA #: 93.536

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

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

Amount: \$159,711

FY15 Exhibit B Region 3

List of State account numbers as referenced in Block 1.6 of the General Provisions form P-37:

05-95-92-920010-5945

05-95-92-920010-7851

05-95-92-920010-2087

05-95-42-421010-2958

Contractor Initials:

Date:

BH
5.22.14

BBH-Eligible Clients Only[illegible][illegible]

Based on clients with at least 1 service during the reporting period
Eligibility (BBH-Eligible or Not Eligible) is last eligibility reported
Payer is last payer reported

Contractor Initials: JA
Date: 5-22-00

EXHIBIT C
SPECIAL PROVISIONS
FY2015

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 Department of Health and Human Services (DHHS) upon request.

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

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

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

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

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:

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

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;

8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;

Contractor Initials: 
Date: 05-22-11

- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model by January 1, 2015, in accordance with Exhibit A., XVII., D.

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.

Contractor Initials: 
Date: 5-22-14

- 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. Require the Contractor to pay to the State, as liquidated damages, the sum of \$100 per day for each day after January 1, 2015 that the Contractor fails to provide Evidence-Based Supported Employment in fidelity to the Dartmouth model. 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 meet the standard. 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.
- 8.2.8. 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 Subparagraph 8.1.13. or 8.1.14. 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:
- 8.2.8.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
- 8.2.8.2. Conduct a financial audit of the Contractor; and/or
- 8.2.8.3. 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 DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.

Contractor Initials: 
Date: 5.22.14

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. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.
- 9.5.** The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.
- 9.5.1.** 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 in accordance with Exhibit A., IX., A.
- 9.5.1.1.** The monthly Balance Sheet and Profit & Loss Statements, 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 Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
- 9.5.1.3.** The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.4.** On or before November 1, 2014, the Contractor shall deliver to DHHS, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2014, including the funds received under the fiscal year 2014 Agreement.
- 9.5.1.5.** 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 DHHS.
- 9.5.3.** For required federal reports, the Contractor shall:

Contractor Initials: 
Date: 5.22.11

9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;

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

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

9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the 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 DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.

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

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

**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 DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

Contractor Initials:

Date:


5.22.18

- 12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

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 DHHS 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

Contractor Initials: 

Date: 8-22-14

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

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

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

22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.

22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:

22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;

22.6.2. The consideration, if any, to be paid;

Contractor Initials: 
Date: 5-22-14

- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.
- 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.

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.

Lakes Region Mental Health Center, Inc. a/b/a

Genesis Behavioral Health From: 7/1/2014 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Genesis Behavioral Health / Jim Hundrieser, Treasurer

(Name & Title of Authorized Contractor Representative)

Jim Hundrieser
(Contractor Representative Signature)

5-22-14
(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):

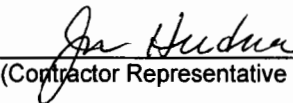
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 07-01-14 through 06-30-15

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)

Jim Hundraiser, Treasurer
 (Authorized Contractor Representative Name & Title)

Genesis Behavioral Health
 (Contractor Name)

5/22/14
 (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)

Jim Hundrieser, Treasurer
(Authorized Contractor Representative Name & Title)

Genesis Behavioral Health
(Contractor Name)

5/22/14
(Date)

Contractor Initials: 
Date: 5-22-14

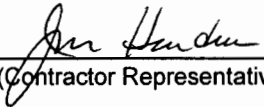
NH Department of Health and Human Services

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)

Jim Hundrieser, Treasurer
(Authorized Contractor Representative Name & Title)

Genesis Behavioral Health
(Contractor Name)

5/22/14
(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)


(Authorized Contractor Representative Name & Title)

Genesis Behavioral Health
(Contractor Name)

5/22/14
(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.

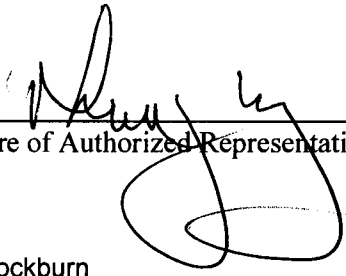
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

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

The State Agency Name

The Lakes Region Mental Health Ctr
Inc. DBA Genesis Behavioral Health

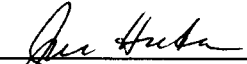
Name of the Contractor



Signature of Authorized Representative

Sheri Rockburn

Name of Authorized Representative



Signature of Authorized Representative

Jim Hundrieser

Name of Authorized Representative

Director

Title of Authorized Representative

Treasurer

Title of Authorized Representative

Date

5/28/14

Date

5-22-14

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.

 Jim Hundrieser, Treasurer
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Genesis Behavioral Health 5-22-14
(Contractor Name) (Date)

Contractor initials: 
Date: 5-22-14
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: 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: JS
Date: 5-22-11
Page # 16 of Page # 18

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 9th day of April, A.D. 2014

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

William M. Gardner
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 9th day of April A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, **Edward McFarland**, do hereby certify that:

1. I am the duly elected Clerk of **The Lakes Region Mental Health Center, Inc.**
DBA Genesis Behavioral Health
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **May 22, 2014**.

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:

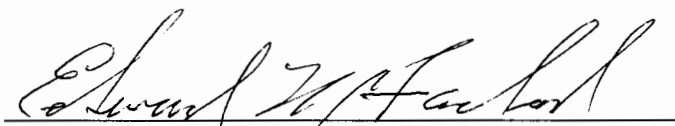
To Provide: **Mental Health Services**

RESOLVED: That the **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 22, 2014.

4. Jim Hundrieser is duly elected Treasurer of the Corporation.

(Seal)
(Corporation)

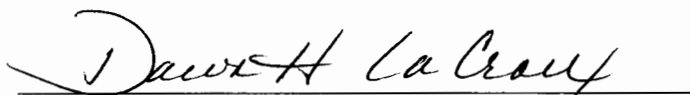

(Signature of Board Secretary)

State of New Hampshire

County of Belknap

The foregoing instrument was acknowledged before me this 22 day of May, 2014

by Edward McFarland.


Name: **Dawn H. LaCroix**
Title: Notary Public/~~Justice of the Peace~~

(Seal)
(Notary Public)

Commission Expires: March 28, 2017



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2014

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

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

PRODUCER USI Insurance Services LLC 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"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <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> </tbody> </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:		
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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 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		SVRD37803601003	06/26/2013	06/26/2014	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	06/26/2013	06/26/2014	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 \$10000		XOOG25516540003	06/26/2013	06/26/2014	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
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	ECC60040002452014A	05/28/2014	05/28/2015	☒ 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
A	Professional		OGLG2551663A	06/26/2013	06/26/2014	\$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 Street, Main Bldg., 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 

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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

We have audited the accompanying financial statements of Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2013, and the related statement of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Mental Health Center, Inc. as of June 30, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

To the Board of Directors
of Lakes Region Community Health Center, Inc.
at New Orleans, Louisiana
September 17, 2013
Page 1

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 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 audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statement themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kathell Blamayan & Sargent

St. Albans, Vermont
September 17, 2013

Lakes Region Mental Health Center, Inc.
d/b/a Gateway Behavioral Health
STATEMENT OF FINANCIAL POSITION
June 30, 2018

ASSETS

CURRENT ASSETS

Cash	\$ 235,858
Investments	1,092,554
Accounts receivable (net of \$573,000 allowance)	1,006,606
Prepaid expenses and other current assets	56,185

TOTAL CURRENT ASSETS 2,391,203

PROPERTY AND EQUIPMENT - NET 1,432,428

OTHER ASSETS

Restricted cash	47,448

TOTAL ASSETS \$ 3,871,079

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 193,244
Current portion--long-term debt	43,585
Line of credit	93,323
Deferred income	154,222
Accrued vacation	215,467
Accrued expenses	263,600

TOTAL CURRENT LIABILITIES 963,441

LONG-TERM DEBT, less current portion 507,625

TOTAL LIABILITIES 1,471,066

NET ASSETS

Temporarily restricted	42,489
Unrestricted	2,357,524

TOTAL NET ASSETS 2,400,013

TOTAL LIABILITIES AND NET ASSETS \$ 3,871,079

See Notes to Financial Statements

Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2019

	Dere-restricted Funds	Temporarily Restricted Fund	All Funds
PUBLIC SUPPORT AND REVENUES			
Public support -			
Federal	\$ 225,985	\$ -	\$ 225,985
State of New Hampshire - DBH	114,116		114,116
Other public support	302,412	5,000	307,412
Total Public Support	<u>642,513</u>	<u>5,000</u>	<u>647,513</u>
Revenues -			
Program service fees	8,282,872	-	8,282,872
Rental income	66,268	-	66,268
Investment income	195,622	-	195,622
Other revenue	71,432	-	71,432
Net assets released from restriction	15,184	(15,184)	-
Total Revenues	<u>8,631,378</u>	<u>(15,184)</u>	<u>8,616,194</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>9,273,891</u>	<u>(10,184)</u>	<u>9,263,707</u>
EXPENSES			
BBH funded program services -			
Children Services	2,583,761	-	2,583,761
Intake	209,025	-	209,025
Multi-service	4,109,891	-	4,109,891
Emergency Services	627,303	-	627,303
Housing Services	191,913	-	191,913
Non-Eligible	617,192	-	617,192
Non-BBH funded program services	766,295	-	766,295
TOTAL EXPENSES	<u>9,105,380</u>	<u>-</u>	<u>9,105,380</u>
INCREASE (DECREASE) IN NET ASSETS	<u>168,511</u>	<u>(10,184)</u>	<u>158,327</u>
NET ASSETS, beginning	<u>2,189,013</u>	<u>52,673</u>	<u>2,241,686</u>
NET ASSETS, ending	<u>\$ 2,357,524</u>	<u>\$ 42,489</u>	<u>\$ 2,400,013</u>

See Notes to Financial Statements.

Lakes Region Mental Health Center, Inc.
d/b/a Genesis Behavioral Health
STATEMENT OF CASH FLOWS
For the Year End June 30, 2013

CASH FLOWS FROM OPERATING ACTIVITIES

Increase in net assets	\$ 158,327
Adjustments to reconcile to net cash provided by operations:	
Depreciation	188,234
Unrealized (gain) on investments	(154,219)
Realized (gain) on investments	(8,023)
(Increase) decrease in:	
Accounts receivable	(323,553)
Prepaid expenses	(22,770)
Restricted Cash	4
Increase (decrease) in:	
Accounts payable & accrued liabilities	144,092
Deferred income	136,197

NET CASH PROVIDED BY OPERATING ACTIVITIES 118,289

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of property and equipment	(151,473)
Purchase of investments	(25,957)

NET CASH (USED) BY INVESTING ACTIVITIES (177,430)

CASH FLOWS FROM FINANCING ACTIVITIES

Principal payments on long-term debt	(42,236)
Proceeds from line of credit borrowings	93,323

NET CASH PROVIDED BY FINANCING ACTIVITIES 51,087

NET (DECREASE) IN CASH (8,054)

CASH AT BEGINNING OF YEAR 243,912

CASH AT END OF YEAR \$ 235,858

SUPPLEMENTAL DISCLOSURE

Cash Payments for Interest	\$ 32,663

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.

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

**Board of Directors
October 9, 2013**

PRESIDENT
Susan Stearns

VICE PRESIDENT
Deborah Pendergast

TREASURER
Jim Hundrieser

SECRETARY
Cinde Warmington

MEMBERS AT LARGE
Lori Boelig

Jack Elzroth

Trudy Fletcher

Miller Lovett

Edward McFarland

Liz Merry

Carol Pierce

Jennifer Sereni

Cinda Shepard

Matthew Soza

Kim Sperry

Jannine Sutcliffe

Kelley White, MD

HONORARY BOARD MEMBER
Esther Peters

KEY ADMINISTRATIVE PERSONNEL - FY2015

GENESIS BEHAVIORAL HEALTH

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Maggie Pritchard	1.00	\$ 110,000.00	\$ 5,397.16	5%
Chief Financial Officer	Eugene Friedman	1.00	\$ 86,000.00	\$ 4,219.60	5%
Medical Director	Vladmir Jenlov	1.00	\$ 245,000.00	\$ 12,020.95	5%
Chief Operations Officer	Celia Gibbs	1.00	\$ 68,000.00	\$ 3,336.43	5%

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: Crisis Care Unit/SRO/Respite Care/Shared Apartment Program

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

Residential Staff

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

Education: 1998-2000 New England College Henniker, NH

- MS Community Mental Health Counseling
- 1977-1981 SUNY Brockport Brockport, NY
- BS Social Work

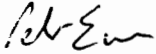
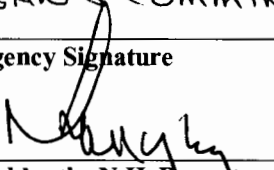
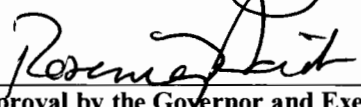
Interests: 1989-Present

Granite State Critical Incident Street Management Team-Coodinator

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 06-30-2015	1.8 Price Limitation \$501,871
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Evers, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>5/23/2014</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 SUSAN J. CUMMINGS NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-3-14</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.

EXHIBIT A
SCOPE OF WORK
FY 2015

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, 2014, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. SERVICES

- A.** The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B.** Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.

II. QUALITY IMPROVEMENT

- A.** The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- B.** In order to 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 clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - a.** The means to determine eligibility for all clients, beginning with initial eligibility or redetermination of eligibility, whichever comes first;
 - b.** Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - c.** Submitted to the online web site designed for the State that will create client-level, regional, and statewide outcome reports.
 - 3. Re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every 90 days.
 - 4. The NH version of the CANS or the ANSA shall be employed to develop an individualized, person-centered treatment plan.

Contractor Initials: PL
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5. The obligation of the Contractor to utilize the NH version of the CANS and ANSA shall commence, in accordance with the implementation schedule developed by DHHS, upon the issuance by DHHS of the formal Acceptance letter to the vendor. Said Acceptance Letter shall be issued only upon a successful pilot and assurance that implementation can be done electronically.
- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2015 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2014 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to either return to services in the community or offer services at the local Contractor.
- 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 Contractor shall work with DHHS to review cases of consumers that (NHH), and/or the Contractor 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 Contractor shall make a face-to-face appointment available to a consumer leaving (NHH) who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.

V. COORDINATION WITH PRIMARY CARE PROVIDER

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

VI. TRANSITION OF CARE

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

VII. PAYMENT FOR SERVICES

- A. 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.
- B. 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.

VIII. COMMUNITY MENTAL HEALTH PROVIDER (CMHP) STATUS

The Contractor shall be required to meet the approval requirements of He-M 403.08 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

IX. MAINTENANCE OF FISCAL INTEGRITY

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

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 thirty (30) business days with no variance allowed, effective January 1, 2015.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed, effective January 1, 2015.

3. **Medicaid Days in Accounts Receivable:**

- a. **Rationale:** Medicaid is the primary payor for most community mental health providers. 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 DHHS 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. Commencing January 1, 2015, in the event that the Contractor does not meet either:

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

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor is unable to meet the standards. In addition, DHHS may require the Contractor to submit a corrective action plan with periodic updates on a schedule that is mutually agreeable to the parties.

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

Contractor Initials: *fi*
Date: *5/23/2014*

X. REPORTING REQUIREMENTS

- A.** On a quarterly basis, the Contractor shall provide to DHHS the following:
- 1.** For BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 2.** For Non-BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- B.** BBH eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- C.** A Department approved template will be provided. (See Exhibit B – 1 Reporting Template). The first report will be for the quarter ending 09-30-14 and shall be due within thirty (30) days after the respective quarter end.

XI. REDUCTION OR SUSPENSION OF FUNDING

- A.** In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- B.** In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS 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 DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
- 1.** All new applicants for services will receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 - 2.** The Contractor shall continue to provide emergency services to all consumers;
 - 3.** The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 - 4.** The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A.** Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) days written notice with an explanation of the programmatic and financial impact.

Contractor Initials: fk
Date: 5/23/2014

- B.** The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C.** In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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.
- D.** The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A.** The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal reporting requirements within timeframes reasonably specified by DHHS.
- B.** 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 fifteenth (15th) of each month unless otherwise agreed to by DHHS;
 - 2. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS;
 - 3. Data shall be current and updated as required for federal reporting; and
 - 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; and
 - f. School attendance data.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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

XV. EMERGENCY SERVICES

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

Contractor Initials: LC
Date: 5/23/2014

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS [ACT] INFRASTRUCTURE

- A. By October 1, 2014, the Contractor shall develop and implement ACT teams that are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, ACT teams shall deliver comprehensive, individualized, and flexible services, supports, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for ACT teams serve no more than ten (10) to twelve (12) individuals per ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- B. The Contractor shall notify DHHS when not in compliance with the requirements specified in XVI., A, above. Such notification shall be included with the invoices submitted for payment of ACT Team funds as described in Exhibit B., Section H.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 16.1 percent by June 1, 2015. The penetration rate is determined by dividing the number of adults with SMI receiving EBSE by the number of adults with SMI being served by the Contractor.
- C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2014.

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

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

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

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

XX. DATA INFRASTRUCTURE GRANT (DIG)

- A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. The Contractor shall seek approval from DHHS before planning to use or committing any DIG or federal data infrastructure funds.

Contractor Initials: *FE*
Date: *5/23/2014*

- C. Activities that may be funded:
1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
1. Progress Reports received by DHHS according to prior agreement with Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MEDICAID INCENTIVES FOR PREVENTION OF CHRONIC DISEASE (MIPCD)

- A. The Contractor is a project site in a five (5) year grant awarded to the NH Department of Health and Human Services by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (MIPCD) "*Healthy Choices, Healthy Changes*" (HCHC) and "*Breath Well, Live Well*" (BWLW).
- B. *Healthy Choices, Healthy Changes* is a demonstration to measure health outcomes associated with beneficiary incentives in the form of health and fitness club memberships, weight watcher memberships and fitness coaching accompanied by randomization into a cash rewards incentive for participation. *Breath Well, Live Well* is a demonstration on the outcomes associated with tobacco education and tobacco cessation, including a cash rewards incentive. Both programs are targeted to Medicaid recipients eligible to receive community mental services.
- C. MIPCD 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. MIPCD 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.
- D. MIPCD will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- E. MIPCD 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.

- F.** Incentives Counselors (ICs) will be employed by Dartmouth to:
1. Promote access to the MIPCD program;
 2. Help participants make decisions about health behavior changes; and
 3. Encourage the use of incentives.
- G.** The Contractor will establish an In SHAPE program, necessary for offering HCHC. 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 MIPCD program at the Contractor's location.
- H.** The Contractor will provide space in the offices of the Contractor that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- I.** The Contractor will devise and implement a plan to provide transportation assistance to MIPCD participants, as specified and funded in the grant.
- J.** The Contractor will also identify a project site MIPCD Leader who will work with members of the MIPCD implementation and evaluation teams at DHHS and Dartmouth to ensure that the project is progressing, as required by the grant.
- K.** The Contractor will partner with MIPCD project members at DHHS and the Dartmouth Center for Aging Research with a goal to recruit and enroll a total of:
1. 128 Contractor's clients eligible for Medicaid in the weight management programs statewide; and
 2. 200 Contractor's clients eligible for Medicaid in the smoking education and cessation programs statewide.
- L.** The Contractor will provide the information needed for required reporting to CMS, as requested by MIPCD project members at DHHS and the Dartmouth Center for Aging Research.

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

- A.** Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- B.** At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.

- C. The Contractor shall provide an identified full-time equivalency PATH worker to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- D. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Office of Homeless Housing and Transportation Services.
- E. The Contractor shall comply with all reporting requirements under the PATH Grant.
- F. 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.
- G. 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.

XXIII. CHILDREN'S ACT TEAM INFRASTRUCTURE

- A. The Contractor shall establish/maintain a Children's ACT team providing a specialized multidisciplinary that provides an intensive community based services for children and families living with serious emotional disturbance (SED). These intensive services include multiple visits to the child and family in settings that most effectively meet their needs, and can be as frequent as daily. They may take place at the child's school, home or other community settings. The team is responsible for directly providing a full array of services as defined in He-M 426, and delivered, within the context of a community wraparound team which places the child and the family at the center of treatment decisions. Services defined include:
 - 1. Functional Support Services (FSS);
 - 2. Individual and Family Therapy;
 - 3. Medication Services; and
 - 4. Targeted Case Management (TCM) Services.
- B. Children's ACT team services are intended for children and adolescents who meet State eligibility criteria for Serious Emotional Disturbance (SED) or Serious Emotional Disturbance with Interagency Involvement (SED-IA), as defined in Administrative Rule He-M 401. In addition, children and adolescents served by the ACT team can also present with difficulties successfully engaging in traditional treatment programs, and can present with challenging and complex treatment needs that have frequently not responded to prior treatment interventions. Children who are prioritized for ACT team services also have a history of multiple psychiatric hospitalizations, and/or frequent visits to hospital emergency departments for psychiatric crisis, and present with ongoing difficulties at school, and/or multiple interactions with law enforcement.
- C. Children's ACT teams shall be comprised of nursing staff, a psychiatrist, case managers, functional support specialists, and master's level clinicians. Clinician ratio to individuals served is 1:10, no more than 1:15. The team has extended evening hours that are most conducive to the needs of the child and the family. The team is set up to either:

1. Directly provides Emergency Services on call, twenty-four (24) hours a day for individuals served by the team; or
 2. Has a well-articulated plan to ensure the CMHC Emergency Services team is informed of the needs of any individual served by the team, is updated on pertinent changes in status, and has available to them a well-articulated crisis plan should the family request services after hours.
- D. The Contractor shall notify DHHS when not in compliance with the staffing pattern or programmatic model listed in this section, and shall submit a corrective action plan.

XXIV. REFUGEE INTERPRETER SERVICES

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

FY15 Region 4 CMHC Exhibit A

Contractor Initials: *fk*
Date: *5/23/2014*

EXHIBIT B
METHODS OF PAYMENT
FY 2015

- A. 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 (DHHS) 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, DHHS may reduce State funds allocated under this Agreement as necessary for DHHS to meet its obligations reflected in the final FY14-15 budget appropriation for DHHS by the New Hampshire General Court.
- B. All reports required pursuant to this Agreement are due to DHHS within timeframes specified by DHHS. DHHS 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 DHHS's satisfaction, unless a waiver has been granted. DHHS 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.
- C. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- D. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.
- E. 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

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

Program To Be Funded	Amount	Payment Method
Emergency Services	\$ 7,708	12 equal payments
Adult ACT Team Infrastructure	225,000	Monthly invoices
Children ACT Team Infrastructure	140,000	Monthly invoices
Div. for Children Youth and Families (DCYF) Consultation	1,770	Invoiced by CMHC
Medicaid Incentive for the Prevention of Chronic Disease	81,143	Monthly invoices
Data Infrastructure (DIG)	5,000	Invoiced by CMHC
Refugee Interpreter Services	5,000	Invoiced by CMHC
Homeless and Housing Federal Grant (PATH)	36,250	12 equal payments
Total	\$501,871	

Contractor Initials: *PK*
Date: *5/23/2014*

G. EMERGENCY SERVICES

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

H. ADULT ACT TEAM INFRASTRUCTURE

Upon approval of the contract by Governor and Council, DHHS will issue the Contractor an upfront 3-month payment. After three months from the start date of the contract, the Contractor shall draw down the additional funds by submitting monthly invoices to DHHS for maintenance of the Adult ACT Team. Invoices shall indicate the level of compliance with the standards set forth in Exhibit A., XVI., A. DHHS reserves the right to withhold and/or deduct payment for any period during which the standards have not been met.

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

The Contractor shall draw down these funds by submitting invoices to DHHS for providing 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.

J. DATA INFRASTRUCTURE FUNDS (DIG)

The Contractor shall draw down these funds by submitting invoices to DHHS.

K. MEDICAID INCENTIVE FOR THE PREVENTION OF CHRONIC DISEASE (MIPCD)

The Contractor shall draw down these funds by submitting monthly invoices to DHHS.

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

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

M. CHILDREN'S ACT TEAM INFRASTRUCTURE

The Contractor shall draw down these funds by submitting monthly invoices to DHHS for maintenance of the Children's Act Team. Invoices shall indicate the level of fidelity maintained during the billing period. DHHS reserves the right to withhold and/or deduct payment for any period during which fidelity requirements have not been met.

N. REFUGEE INTERPRETER SERVICES

The Contractor shall draw down these funds by submitting invoices to DHHS.

O. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

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: \$379,478

Federal Grant Funds: \$122,393

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: \$5,000

Contractor Initials: 1/2
Date: 5/23/2014

CFDA #: 93.536
Federal Agency: U.S. Department of Health and Human Services
Program Title: Medicaid Incentives for Prevention of Chronic Diseases (MIPCD)
Amount: \$81,143

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

FY15 Exhibit B Region 4

List of State account numbers as referenced in Block 1.6 of
the General Provisions form P-37:

05-95-92-920010-5945	05-95-92-920010-7851
05-95-92-920010-2087	05-95-42-421010-2958
05-95-42-423010-7926	

Contractor Initials: *1/2*

Date: *5/23/2014*

Exhibit B - 1 **Reporting Template**

BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Non-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost incurred by the CMHC Less Cost Received						
Net Cost to the CMHC						

NON BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Non-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost incurred by the CMHC Less Cost Received						
Net Cost to the CMHC						

Notes:

Based on clients with at least 1 service during the reporting period
Eligibility (BBH-Eligible or Not Eligible) is last eligibility reported
Payer is last payer reported

EXHIBIT C
SPECIAL PROVISIONS
FY2015

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 Department of Health and Human Services (DHHS) upon request.

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

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

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

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

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding “Event of Default, Remedies” with the following:

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

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;

8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;

Contractor Initials: *PK*
Date: *5/23/2014*

- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model by January 1, 2015, in accordance with Exhibit A., XVII., D.

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. Require the Contractor to pay to the State, as liquidated damages, the sum of \$100 per day for each day after January 1, 2015 that the Contractor fails to provide Evidence-Based Supported Employment in fidelity to the Dartmouth model. 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 meet the standard. 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.
- 8.2.8. 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 Subparagraph 8.1.13. or 8.1.14. 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:
- 8.2.8.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
- 8.2.8.2. Conduct a financial audit of the Contractor; and/or
- 8.2.8.3. 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 DHHS all unencumbered program funds in its possession. DHHS 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. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.
- 9.5.** The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.
- 9.5.1.** 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 in accordance with Exhibit A., IX., A.
- 9.5.1.1.** The monthly Balance Sheet and Profit & Loss Statements, 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 Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State’s satisfaction.
- 9.5.1.3.** The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.4.** On or before November 1, 2014, the Contractor shall deliver to DHHS, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2014, including the funds received under the fiscal year 2014 Agreement.
- 9.5.1.5.** 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 DHHS.
- 9.5.3.** For required federal reports, the Contractor shall:

Contractor Initials: 14
Date: 5/23/2014

- 9.5.3.1.** Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
- 9.5.3.2.** Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
- 9.5.3.3.** Submit to DHHS all reasonable additional reports and data files as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.
- 9.5.3.4.** The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the 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 DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.2.** In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its' obligations hereunder.
- 10.3.** The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.

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 DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

Contractor Initials: LC
Date: 5/23/2014

- 12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

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 DHHS 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

Contractor Initials: *PE*
Date: *5/23/2014*

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

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

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

22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.

22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:

22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;

Contractor Initials: *fe*
Date: *5/23/2014*

- 22.6.2.** The consideration, if any, to be paid;
- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.
- 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.

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.

Riverbend Community Mental Health, Inc.

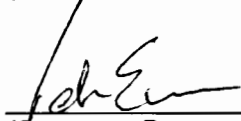
From: 7/1/2014 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Peter Evers, Executive Director

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

5/23/2014

(Date)

Contractor Initials: PE

Date: 5/23/14

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: 07-01-14 through 06-30-15

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 Evers, Executive Director
 (Authorized Contractor Representative Name & Title)

Riverbend Community Mental Health, Inc.
 (Contractor Name)

5/23/2014
 (Date)

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

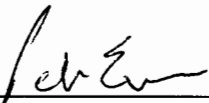
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

	Peter Evers, Executive Director
_____ (Contractor Representative Signature)	_____ (Authorized Contractor Representative Name & Title)
Riverbend Community Mental Health, Inc.	5/23/2014
_____ (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)	Peter Evers, Executive Director _____ (Authorized Contractor Representative Name & Title)

Riverbend Community Mental Health, Inc. _____ (Contractor Name)	May 23, 2014 _____ (Date)

NH Department of Health and Human Services

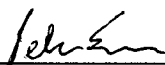
STANDARD EXHIBIT H

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.

	Peter Evers, Executive Director
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)

Riverbend Community Mental Health, Inc.	May 23, 2014
(Contractor Name)	(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,
Inc.**

The State Agency Name

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Sheri Rockburn

Peter Evers

Name of Authorized Representative

Name of Authorized Representative

Director

Executive Director

Title of Authorized Representative

Title of Authorized Representative

Date

5/28/14

5/23/2014

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.

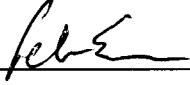
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.

 _____ **Peter Evers, Executive Director**

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

Riverbend Community Mental Health, Inc. **5/23/2014**

(Contractor Name) (Date)

Contractor initials: PE
Date: 5/23/14
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: PK
Date: 5/23/14
Page # 16 of Page # 16

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 15th day of April A.D. 2014

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

William M. Gardner
Secretary of State

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 27, 2014.

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 23, 2014.
4. Peter Evers/Allan M. Moses is duly elected President/Treasurer of the Corporation.

(Seal)
(Corporation)

Mary Lee Carley

(Signature of Assistant Secretary)

State of New Hampshire

County of Merrimack

The foregoing instrument was acknowledged before me this 23rd day of May 2014

by Mary Lee Carley.

Susan J. Cummings

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 July 10, 2018

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/07/2014

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 William Gallagher Associates Insurance Brokers, Inc. 470 Atlantic Avenue Boston, MA 02210	CONTACT NAME: PHONE (A/C, No, Ext): 617 261-6700 FAX (A/C, No): 617 261-6720 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company NAIC # 19437 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Riverbend Community Mental Health, Inc. 3-5 North State Street PO Box 2032 Concord, NH 03301	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$10,000 Deductible Each Claim GEN'L AGGREGATE LIMIT APPLIES PER. ☒ POLICY ☐ PROJECT ☐ LOC			6797620	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						
	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				
A	Hospital Professional & Physicans Liab			6797620	01/01/2014	01/01/2015	\$1,000,000 Each Claim \$3,000,000 Aggregate Claims-made Coverage \$10k Deductible

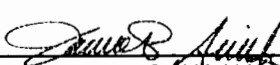
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of current liability coverage for the insured. Hospital professional liability retro date:

6/24/1985

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire 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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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2013

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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:														
INSURED Riverbend Community Mental Health Inc c/o Angela Greene PO Box 2032 Concord, NH 03302	<table border="1"> <thead> <tr> <th data-bbox="817 430 1420 472">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1420 430 1556 472">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="817 472 1420 504">INSURER A: A.I.M. Mutual Insurance Co.</td> <td data-bbox="1420 472 1556 504"></td> </tr> <tr> <td data-bbox="817 504 1420 535">INSURER B:</td> <td data-bbox="1420 504 1556 535"></td> </tr> <tr> <td data-bbox="817 535 1420 567">INSURER C:</td> <td data-bbox="1420 535 1556 567"></td> </tr> <tr> <td data-bbox="817 567 1420 598">INSURER D:</td> <td data-bbox="1420 567 1556 598"></td> </tr> <tr> <td data-bbox="817 598 1420 630">INSURER E:</td> <td data-bbox="1420 598 1556 630"></td> </tr> <tr> <td data-bbox="817 630 1420 642">INSURER F:</td> <td data-bbox="1420 630 1556 642"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: A.I.M. Mutual Insurance Co.		INSURER B:		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:

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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 - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED 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	ECC4000127012012	10/01/2013	10/01/2014	X WC STATU-TORY LIMITS ☐ OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. 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 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2013

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PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Kari Reeves PHONE (A/C No. Ext.): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: kreeves@crossagency.com	
INSURED Riverbend Community Mental Health, Inc PO Box 2032 3 No State Street Concord NH 03302		INSURER(S) AFFORDING COVERAGE INSURER A: Argonaut Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 13-14 BA

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 Y/YD	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 - COM/POP AGG \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			BA8159279	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS \$						EACH OCCURRENCE \$ AGGREGATE \$
	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 ☐ OTH-ER ☐ 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. Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER**CANCELLATION**Bureau of Behavioral Health
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

Sylvia Allard/JSC

ACORD 25 (2010/05)

INS025 (201005).01

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2013 and 2012, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Riverbend Community Mental Health, Inc. as of June 30, 2013 and 2012, and the statements of operations, changes in its net assets, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Our audit was made for the purpose of forming an opinion on the basic financial statements of Riverbend Community Mental Health, Inc. taken as a whole. The supplementary information included on pages 14 through 17 are presented for the purposes of additional analysis and are not a required part of the basic financial statements. Such information 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 17, 2013

Reorganized Community Mental Health, Inc.
STATEMENTS OF FINANCIAL POSITION
IN DOLLARS

	2013	2012
CURRENT ASSETS		
Cash and cash equivalents	\$ 1,522,523	\$ 1,111,121
Client service fees receivable	1,524,336	1,650,505
Other receivables	110,016	82,552
Investments	6,504,235	5,313,869
Prepaid expenses	97,660	39,731
Current portion of Mill House payable	-	3,607
Tenant security deposits	16,964	3,446
TOTAL CURRENT ASSETS	<u>11,725,730</u>	<u>10,535,231</u>
PROPERTY & EQUIPMENT, NET	<u>6,235,263</u>	<u>7,265,779</u>
OTHER ASSETS		
Investment in Mill House Partnership	-	31,790
Investment in Behavioral Information Systems	83,604	74,780
Software licenses	2,137	6,411
Bond issuance costs	466,675	380,249
TOTAL OTHER ASSETS	<u>552,416</u>	<u>493,230</u>
RESTRICTED CASH, Bond Development Fund	<u>17,556</u>	<u>16,262</u>
RESTRICTED CASH, Bond Reserve	<u>-</u>	<u>52,161</u>
NOTE RECEIVABLE - Mill House, less current portion	<u>-</u>	<u>185,121</u>
DUE FROM RELATED PARTY - Penacook Assisted Living Facility	<u>5,351</u>	<u>17,577</u>
TOTAL ASSETS	<u>\$ 20,536,316</u>	<u>\$ 18,566,340</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 166,377	\$ 119,836
Accrued expenses	1,054,640	865,280
Tenant security deposits	16,964	3,446
Accrued compensated absences	484,949	472,320
Current portion of long-term debt	204,608	206,638
Deferred revenue	51,582	104,076
TOTAL CURRENT LIABILITIES	<u>1,979,120</u>	<u>1,771,616</u>
LONG-TERM LIABILITIES		
Long-term debt, less current portion	8,035,744	7,893,501
Interest rate swap liability	412,915	552,641
TOTAL LONG-TERM LIABILITIES	<u>8,448,659</u>	<u>8,446,142</u>
NET ASSETS		
Unrestricted	7,513,592	5,955,303
Temporarily restricted	511,012	515,763
Temporarily restricted - Capital Campaign	2,083,933	1,877,516
TOTAL NET ASSETS	<u>10,108,537</u>	<u>8,348,582</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 20,536,316</u>	<u>\$ 18,566,340</u>

See Accompanying Notes to Financial Statements

See *Company's Notes to Financial Statements*.

Riverside Community Mental Health, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30,

	2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 1,620,128	\$ 628,110
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	638,147	552,157
Gain on sale of fixed assets	(7,250)	-
Unrealized (gain) loss on investments	(202,052)	120,272
Transfer of Millhouse Gain	(879,490)	-
Changes in:		
Client service fee receivables	134,169	(125,840)
Other receivables	(46,958)	(19,483)
Prepaid expenses	(7,929)	14,183
Restricted cash	(1,294)	(1,284)
Accounts payable and accrued expenses	248,530	(253,056)
Deferred revenue	(52,494)	(43,669)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,443,607</u>	<u>871,390</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(517,737)	(289,512)
Investment activity, net	<u>(752,667)</u>	<u>(118,851)</u>
NET CASH (USED) BY INVESTING ACTIVITIES	<u>(1,270,404)</u>	<u>(408,363)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Undisbursed trust funds	52,161	211,848
Repayment from affiliates	12,226	11,402
Mill House borrowings, net	185,121	6,457
Proceeds from issuance of debt	100,000	74,371
Principal payments on long-term debt	<u>(214,807)</u>	<u>(210,373)</u>
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>134,701</u>	<u>93,705</u>
NET INCREASE IN CASH	307,904	556,732
CASH AT BEGINNING OF YEAR	<u>3,214,621</u>	<u>2,657,889</u>
CASH AT END OF YEAR	<u>\$ 3,522,525</u>	<u>\$ 3,214,621</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	<u>\$ 197,848</u>	<u>\$ 271,941</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.

Riverbend Community Mental Health, Inc.

BOARD OF DIRECTORS

March 2014

CHAIR

ACRES, Valerie

VICE CHAIR

HAYES, Randy

SECRETARY

MILLER, Meg

ASSISTANT SECRETARY

CARLEY, Mary Lee

BASSI, John

BLUME, Peg

CAWLEY, David

COURET, Michel

DODGE, Judith

DUVAL, John

FOX, Susan

HASTINGS, John

JOHNSON, Sheila

LEVCHUK, Karen

SAVAGE, Jill

SHUMWAY, Donald

SWEET, Sharon

Ex Officio

EVERS, Peter

Ex Officio

STEIGMEYER, Robert

KEY ADMINISTRATIVE PERSONNEL - FY2015

RIVERBEND COMMUNITY MENTAL HEALTH

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Peter Evers	1.00	\$ 195,000.00	\$ 4,529.50	2%
Chief Financial Officer	Allan Moses	1.00	\$ 111,569.00	\$ 2,591.55	2%
Medical Director	Robert Murray	1.00	\$ 211,600.00	\$ 4,915.09	2%
Chief Operations Officer	Bret Longgood	1.00	\$ 110,069.00	\$ 2,556.70	2%

Peter John Evers

Employment History

October 2013- Present	Riverbend Community Mental Health, Inc. President/CEO Vice President for Behavioral Health at Concord Hospital Manage \$22 million mental health agency with 300 employees serving children, families and adults with outpatient, inpatient and residential services. Manage 15 bed inpatient psychiatric unit and emergency psychiatric services at Concord Hospital. Board member for Capital Region Health Care. Program development with the New Hampshire Division of Behavioral Health to design new initiatives to better serve the community. Work with state and local government committees to advise legislators on the mental health needs of the community.	Concord, NH
April 2010- October 2013	The Home for Little Wanderers Vice President, Program Operations Responsible for the operations of all The Home's programs in Eastern Mass. 600 Employees 20 Programs and a budget of \$32 Million. <i>Achievements:</i> Part of a team that has brought financial stability to the program side of the organization during very difficult times for non profits. Turned a small surplus last 2 Financial Years. Diversified programmatic continuum of services and revenues streams to ensure that the agency is not reliant on revenue from large single sources.	Boston MA
February 2007 - April 2010	Department of Mental Health, Southeastern Area Area Director Responsibility and oversight of 1,300 employees and a budget of \$112M to provide services to the mentally ill in Southeastern Mass. Region. Oversight of 3 hospitals and 7 community-based mental health centers providing an array of inpatient acute and outpatient services to people with mental illness. Management of all contracts with private sector providers in South Eastern Massachusetts	Brockton, MA
January 2004 - February 2007	Boston Emergency Services Team Clinical Director Responsible for clinical oversight of psychiatric crisis intervention services for the City of Boston. Supervision of 5 components of service delivery with a mission to place those with psychiatric illness in appropriate services and levels of care.	Boston, MA
February 2003 - March 2004	Dimock Community Health Center Vice President, Behavioral Health Responsible for administration of the Behavioral Health Cluster at Dimock which is the largest of all of the cluster providers in the Health Center, which employs 700 individuals in the Roxbury/Dorchester Area. The Behavioral Health Cluster has a budget of over \$10 million and employs in the region of 200 people. Programs include Emergency Psychiatric Evaluation, MR Residential, Addictions and Recovery Residential and Outpatient Programs and Mental Health Outpatient Programs.	Roxbury, MA
December 1998 - February 2003	Boston Emergency Services Team Director of Acute Care Services Responsible for clinical and administrative operations for Dimock Community Health Center's Emergency Psychiatric Crisis Team, covering the areas of Dorchester, Roxbury and South Boston. Responsible for 24-hour coverage and response to requests for psychiatric evaluations in the community, residential group homes and hospital emergency rooms. Responsible for a budget in excess of \$3 million. Duties also included the running of a 30 bed Detoxification Unit in Roxbury. Responsible for budgets, hiring and firing of staff, performance improvement and utilization review.	Boston, MA
January 1998 - December 1998	Department of Social Services Area Director As the Director of State Child Protection office covering 10 towns north of Boston with 100 employees, responsible for all cases of child protection and all budgetary matters. The office has a caseload of some 700 families and a foster care, home based and residential budget of over \$2 million. Oversaw child	Malden, MA

protection, adoption, substitute care residential care, community based initiatives, negotiation of all contracts with collateral agencies, responsibility for all personnel matters within the office and responsibility for all report and proposal writing within the office, including the proposal for the Multi-Disciplinary Treatment team, recruitment and set up.

December 1995 - January 1998	Department of Social Services Area Program Manager	Roxbury, MA
April 1995 - January 1993	Boston Emergency Services Team Psychiatric Crisis Clinician; Overnight shifts.	Boston, MA
November 1993 - December 1995	Department of Social Services Assessment Supervisor.	Roxbury, MA
July 1992 - November 1993	Roxbury Multi-Service Center Program Director.	Dorchester, MA
September 1990 - July 1992	Department of Social Services Assessment Worker	Allston, MA
June 1988 - August 1990	London Borough of Newham Social Services Department Social Worker working with children in long term care.	London

Education History

1986-1988:	University Of Kent at Canterbury, England M.S.W. Specializing in Psychology, Sociology, Social Policy and Psychotherapy.
1979-1983:	Sheffield Hallam University, Sheffield, England. B.A. [with Honors] Economics and Business Studies. Specializing in Human Resource Management.

Additional Qualification

C.Q.S.W. British Social Work License
L.I.C.S.W. #1031376
LADC1 #1059

Committees/Boards

Board Member: Massachusetts Association for Mental Health
Member: Statewide Committee to Reduce Emergency Room Volume 2007-2010
Member: Boston Public Health Commission; Project Launch for Children/My Child

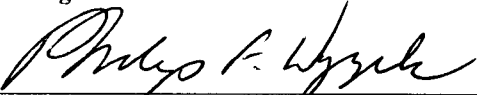
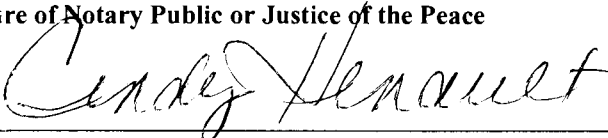
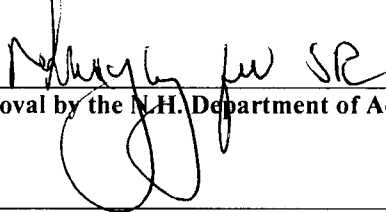
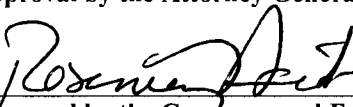
References

Available Upon Request.

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 Monadnock Family Services, 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 06-30-2015	1.8 Price Limitation \$455,455
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Philip F. Wyzik CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Cheshire</u> On <u>6/28/2015</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 <u>Cindy Henault, Justice of the Peace</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-3-14</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.

EXHIBIT A
SCOPE OF WORK
FY 2015

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, 2014, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. SERVICES

- A.** The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B.** Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.

II. QUALITY IMPROVEMENT

- A.** The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- B.** In order to 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 clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - a. The means to determine eligibility for all clients, beginning with initial eligibility or redetermination of eligibility, whichever comes first;
 - b. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - c. Submitted to the online web site designed for the State that will create client-level, regional, and statewide outcome reports.
 - 3. Re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every 90 days.
 - 4. The NH version of the CANS or the ANSA shall be employed to develop an individualized, person-centered treatment plan.

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5. The obligation of the Contractor to utilize the NH version of the CANS and ANSA shall commence, in accordance with the implementation schedule developed by DHHS, upon the issuance by DHHS of the formal Acceptance letter to the vendor. Said Acceptance Letter shall be issued only upon a successful pilot and assurance that implementation can be done electronically
- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2015 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2014 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to either return to services in the community or offer services at the local Contractor.
- 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 Contractor shall work with DHHS to review cases of consumers that (NHH), and/or the Contractor 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 Contractor shall make a face-to-face appointment available to a consumer leaving (NHH) who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.

V. COORDINATION WITH PRIMARY CARE PROVIDER

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

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VI. TRANSITION OF CARE

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

VII. PAYMENT FOR SERVICES

- A. 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.
- B. 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.

VIII. COMMUNITY MENTAL HEALTH PROVIDER (CMHP) STATUS

The Contractor shall be required to meet the approval requirements of He-M 403.08 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

IX. MAINTENANCE OF FISCAL INTEGRITY

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

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 thirty (30) business days with no variance allowed, effective January 1, 2015.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed, effective January 1, 2015.

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3. **Medicaid Days in Accounts Receivable:**

- a. **Rationale:** Medicaid is the primary payor for most community mental health providers. 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 DHHS 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. Commencing January 1, 2015, in the event that the Contractor does not meet either:

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

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor is unable to meet the standards. In addition, DHHS may require the Contractor to submit a corrective action plan with periodic updates on a schedule that is mutually agreeable to the parties.

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

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X. REPORTING REQUIREMENTS

- A. On a quarterly basis, the Contractor shall provide to DHHS the following:
1. For BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 2. For Non-BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- B. BBH eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- C. A Department approved template will be provided. (See Exhibit B – 1 Reporting Template). The first report will be for the quarter ending 09-30-14 and shall be due within thirty (30) days after the respective quarter end.

XI. REDUCTION OR SUSPENSION OF FUNDING

- A. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- B. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS 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 DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
1. All new applicants for services will receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 2. The Contractor shall continue to provide emergency services to all consumers;
 3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) days written notice with an explanation of the programmatic and financial impact.

- B. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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.
- D. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal reporting requirements within timeframes reasonably specified by DHHS.
- B. 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 fifteenth (15th) of each month unless otherwise agreed to by DHHS;
 - 2. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS;
 - 3. Data shall be current and updated as required for federal reporting; and
 - 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; and
 - f. School attendance data.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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

XV. EMERGENCY SERVICES

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

Contractor Initials: 
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XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS [ACT] INFRASTRUCTURE

- A. By October 1, 2014, the Contractor shall develop and implement ACT teams that are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, ACT teams shall deliver comprehensive, individualized, and flexible services, supports, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for ACT teams serve no more than ten (10) to twelve (12) individuals per ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- B. The Contractor shall notify DHHS when not in compliance with the requirements specified in XVI., A, above. Such notification shall be included with the invoices submitted for payment of ACT Team funds as described in Exhibit B., Section H.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 16.1 percent by June 1, 2015. The penetration rate is determined by dividing the number of adults with SMI receiving EBSE by the number of adults with SMI being served by the Contractor.
- C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2014.

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

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

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

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

XX. DATA INFRASTRUCTURE GRANT (DIG)

- A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. The Contractor shall seek approval from DHHS before planning to use or committing any DIG or federal data infrastructure funds.

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- C. Activities that may be funded:
1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
1. Progress Reports received by DHHS according to prior agreement with Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MEDICAID INCENTIVES FOR PREVENTION OF CHRONIC DISEASE (MIPCD)

- A. The Contractor is a project site in a five (5) year grant awarded to the NH Department of Health and Human Services by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (MIPCD) "*Healthy Choices, Healthy Changes*" (HCHC) and "*Breath Well, Live Well*" (BWLW).
- B. *Healthy Choices, Healthy Changes* is a demonstration to measure health outcomes associated with beneficiary incentives in the form of health and fitness club memberships, weight watcher memberships and fitness coaching accompanied by randomization into a cash rewards incentive for participation. *Breath Well, Live Well* is a demonstration on the outcomes associated with tobacco education and tobacco cessation, including a cash rewards incentive. Both programs are targeted to Medicaid recipients eligible to receive community mental services.
- C. MIPCD 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. MIPCD 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.
- D. MIPCD will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- E. MIPCD 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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- F.** Incentives Counselors (ICs) will be employed by Dartmouth to:
1. Promote access to the MIPCD program;
 2. Help participants make decisions about health behavior changes; and
 3. Encourage the use of incentives.
- G.** The Contractor will establish an In SHAPE program, necessary for offering HCHC. 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 MIPCD program at the Contractor's location.
- H.** The Contractor will provide space in the offices of the Contractor that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- I.** The Contractor will devise and implement a plan to provide transportation assistance to MIPCD participants, as specified and funded in the grant.
- J.** The Contractor will also identify a project site MIPCD Leader who will work with members of the MIPCD implementation and evaluation teams at DHHS and Dartmouth to ensure that the project is progressing, as required by the grant.
- K.** The Contractor will partner with MIPCD project members at DHHS and the Dartmouth Center for Aging Research with a goal to recruit and enroll a total of:
1. 123 Contractor's clients eligible for Medicaid in the weight management programs statewide; and
 2. 200 Contractor's clients eligible for Medicaid in the smoking education and cessation programs statewide.
- L.** The Contractor will provide the information needed for required reporting to CMS, as requested by MIPCD project members at DHHS and the Dartmouth Center for Aging Research.

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

- A.** Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- B.** At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.

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- C. 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.
- D. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Office of Homeless Housing and Transportation Services.
- E. The Contractor shall comply with all reporting requirements under the PATH Grant.
- F. 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.
- G. 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.

FY15 Region 5 CMHC Exhibit A

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EXHIBIT B
METHODS OF PAYMENT
FY 2015

- A. 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 FY14-15 budget appropriation for BBH by the New Hampshire General Court.
- B. 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.
- C. 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.
- D. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.
- E. 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

- F. 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:

Program To Be Funded	Amount	Payment Method
Emergency Services	\$132,590	12 equal payments
Adult ACT Team Infrastructure	225,000	Monthly invoices
Div. for Children Youth and Families (DCYF) Consultation	1,770	Invoiced by CMHC
Medicaid Incentive for the Prevention of Chronic Disease	54,095	Monthly invoices
Data Infrastructure (DIG)	5,000	Invoiced by CMHC
Homeless and Housing Federal Grant (PATH)	37,000	12 equal payments
Total	\$455,455	

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G. EMERGENCY SERVICES

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to BBH.

H. ADULT ACT TEAM INFRASTRUCTURE

Upon approval of the contract by Governor and Council, BBH will issue the Contractor an upfront 3-month payment. After three months from the start date of the contract, the Contractor shall draw down the additional funds by submitting monthly invoices to BBH for maintenance of the Adult ACT Team. Invoices shall indicate the level of fidelity maintained during the billing period. BBH reserves the right to withhold and/or deduct payment for any period during which fidelity requirements have not been met.

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

The Contractor shall draw down these funds by submitting invoices to BBH for providing 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.

J. DATA INFRASTRUCTURE FUNDS (DIG)

The Contractor shall draw down these funds by submitting invoices to BBH.

K. MEDICAID INCENTIVE FOR THE PREVENTION OF CHRONIC DISEASE (MIPCD)

The Contractor shall draw down these funds by submitting monthly invoices to BBH.

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

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to BBH.

M. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

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: \$359,360

Federal Grant Funds: \$ 96,095

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

Amount: \$ 5,000

CFDA #: 93.536

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

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

Amount: \$ 54,095

Exhibit B - 1 **Reporting Template**

BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Non-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost Incurred by the CMHC Less Cost Received						
Net Cost to the CMHC						

NON BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Non-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost Incurred by the CMHC Less Cost Received						
Net Cost to the CMHC						

Notes:

Based on clients with at least 1 service during the reporting period
Eligibility (BBH-Eligible or Not Eligible) is last eligibility reported
Payer is last payer reported

APPROVED MAY 28 2014

Contractor Initials: *pkw*
Date: _____

EXHIBIT C
SPECIAL PROVISIONS
FY2015

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 Department of Health and Human Services (DHHS) upon request.

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

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

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

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

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:

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

- 8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;

- 8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;

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- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model by January 1, 2015, in accordance with Exhibit A., XVII., D.

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.

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Contractor Initials: prj
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- 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. Require the Contractor to pay to the State, as liquidated damages, the sum of \$100 per day for each day after January 1, 2015 that the Contractor fails to provide Evidence-Based Supported Employment in fidelity to the Dartmouth model. 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 meet the standard. 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.
- 8.2.8. 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 Subparagraph 8.1.13. or 8.1.14. 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:
- 8.2.8.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
- 8.2.8.2. Conduct a financial audit of the Contractor; and/or
- 8.2.8.3. 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 DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.

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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. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.
- 9.5.** The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.
- 9.5.1.** 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 in accordance with Exhibit A., IX., A.
- 9.5.1.1.** The monthly Balance Sheet and Profit & Loss Statements, 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 Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State’s satisfaction.
- 9.5.1.3.** The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.4.** On or before November 1, 2014, the Contractor shall deliver to DHHS, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2014, including the funds received under the fiscal year 2014 Agreement.
- 9.5.1.5.** 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 DHHS.
- 9.5.3.** For required federal reports, the Contractor shall:

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- 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
- 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
- 9.5.3.3. Submit to DHHS all reasonable additional reports and data files as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.
- 9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the 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 DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.2. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its' obligations hereunder.
- 10.3. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.

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 DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

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- 12.2.** The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3.** The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4.** Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5.** In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

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 DHHS 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

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Contractor Initials:
Date:

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

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 re-modeling) any building or other facility, or purchase any major medical equipment;

22.1.4. To satisfy any requirement for the expenditure of non Federal funds as a condition of a receipt of Federal funds; or

22.1.5. To provide services to persons at local jails or any correctional facility.

22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

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

22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.

22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:

22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;

22.6.2. The consideration, if any, to be paid;

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Contractor Initials: P/W
Date: _____

- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.
- 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.

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: PKJ

Date: _____

- (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

From: 7/1/2014 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

PHILIP F. WYRZIK CEO

(Name & Title of Authorized Contractor Representative)

Philip F. Wyrzik

(Contractor Representative Signature)

5/28/2014

(Date)

Contractor Initials: *PFW*

Date:

APPROVED MAY 28 2014

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

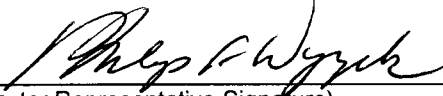
*Child Care Development Block Grant under Title IV

Contract Period: 07-01-14 through 06-30-15

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)

PHILIP F. WYLIK CEO
(Authorized Contractor Representative Name & Title)

Monadnock Family Services
(Contractor Name)

5/28/2014
(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.

APPROVED MAY 26 2014

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

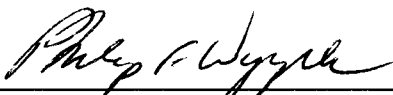
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

	<u>PHILIP F WYZEK</u> <u>CEO</u>
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
<u>Monadnock Family Services</u>	<u>5/28/14</u>
(Contractor Name)	(Date)

Contractor Initials: PFW
Date: APPROVED MAY 28 2014

NH Department of Health and Human Services

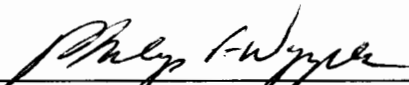
STANDARD EXHIBIT H

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)

PHILIP F. WYRICK CEO
(Authorized Contractor Representative Name & Title)

Monadnock Family Services
(Contractor Name)

5/28/2014
(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.

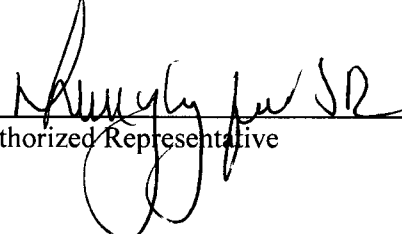
(6) **Miscellaneous**

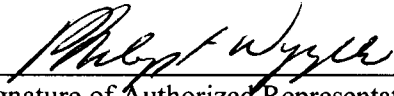
- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section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


Signature of Authorized Representative


Signature of Authorized Representative

Sheri Rockburn
Name of Authorized Representative

PHILIP F. WYZIK
Name of Authorized Representative

Director
Title of Authorized Representative

CEO
Title of Authorized Representative

5/29/14
Date

5/28/2014
Date

Contractor Initials: PPW

Date: APPROVED MAY 20 2014

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.

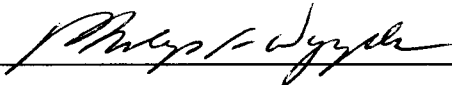
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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)

PHILIP F. WOZNIAK CEO

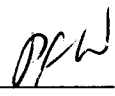
(Authorized Contractor Representative Name & Title)

Monadnock Family Services

5/28/2014

(Contractor Name)

(Date)

Contractor initials: 

Date: _____

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: _____

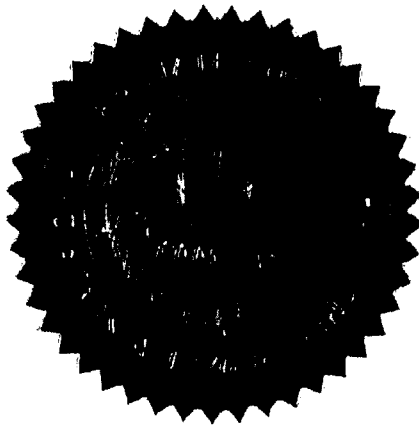
Contractor initials: PFA
Date: 5-28-19
Page # _____ of Page # _____

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. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

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 May 27, 2014.

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 May 28, 2014.

4. Philip F. Wyzik is duly elected Chief Executive Officer of the Corporation.

(Seal)
(Corporation)

Jane G. Larmon
(Signature of Board Secretary)

State of New Hampshire

County of Cheshire

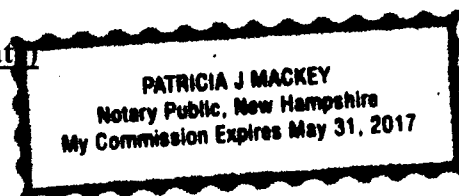
The foregoing instrument was acknowledged before me this 28th day of May, 2014
(Day By Number) (Month, Year)

Jane Larmon
by (Name of Board Secretary).

Patricia Mackey, Notary Public
Name: (Insert Name)
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: (date)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2014

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

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

PRODUCER Masiello Insurance Agency 69-A Island Street, Suite 1 Keene NH 03431		CONTACT NAME: Barbara Patnode, CPCU, Sr VP PHONE (A/C No. Ext.): (603) 283-1841 FAX (A/C No.): (603) 352-8367 E-MAIL ADDRESS: barbarap@masiello.com	
INSURED Monadnock Family Services Inc 64 Main Street Suite 201 Keene NH 03431		INSURER(S) AFFORDING COVERAGE INSURER A: American States Ins Co - NIF 0207 INSURER B: Peerless Insurance Company 24198 INSURER C: General Ins Co of America - NIF INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 14-15**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
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	1/23/2014	1/23/2015	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 - COM/OP AGG \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO			BA9097814	7/19/2013	7/19/2014	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured Motorists - BI \$ 1,000,000
A	UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED ☒ RETENTION \$ 10,000			01SU41753820	1/23/2014	1/23/2015	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WC9014927	7/19/2013	7/19/2014	E L EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 500,000
							E L DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability Occurrence Form			RLP7767493L	1/23/2014	1/23/2015	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 HOLDERNH Department of Health & Human Services
29 Hazen Drive
Concord, NH 03301-6504**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 *Barbara Patnode*

To the Board of Directors of
Monadnock Family Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Monadnock Family Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2013, and the related statements of activities, cash flows and functional expenses for the year then ended, and related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

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, 2013, 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.

Report on Summarized Comparative Information

We have previously audited Monadnock Family Services, Inc.'s 2012 financial statements, and our report dated October 18, 2012, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2012, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on 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, 2013
Wolfeboro, New Hampshire

MONADNOCK FAMILY SERVICES, INC.**STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2013 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	ASSETS				Restated 2012 Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	2013 Total	
CURRENT ASSETS					
Cash and equivalents	\$ 150,764	\$ 76,453	\$ -	\$ 227,217	\$ 108,629
Accounts receivable:					
Client fees	498,864	-	-	498,864	501,171
Medicaid and Medicare	675,163	-	-	675,163	772,742
Insurance	193,086	-	-	193,086	225,196
Other	118,838	-	-	118,838	19,530
Allowance for doubtful accounts	(658,658)	-	-	(658,658)	(634,995)
Prepaid expenses	62,625	-	-	62,625	66,248
Other assets	-	-	-	-	124,046
Total current assets	<u>1,040,682</u>	<u>76,453</u>	<u>-</u>	<u>1,117,135</u>	<u>1,182,567</u>
PROPERTY					
Land	47,500	-	-	47,500	-
Furniture, fixtures and equipment	650,116	-	-	650,116	503,086
Vehicles	125,803	-	-	125,803	125,803
Building and leasehold improvements	165,987	-	-	165,987	205,280
Total	989,406	-	-	989,406	834,169
Less accumulated depreciation	<u>618,464</u>	<u>-</u>	<u>-</u>	<u>618,464</u>	<u>559,507</u>
Property, net	<u>370,942</u>	<u>-</u>	<u>-</u>	<u>370,942</u>	<u>274,662</u>
OTHER ASSETS					
Due from affiliates	65,849	-	-	65,849	10,279
Interest in net assets of Foundation	<u>768,362</u>	<u>134,203</u>	<u>81,214</u>	<u>983,779</u>	<u>936,814</u>
Total other assets	<u>834,211</u>	<u>134,203</u>	<u>81,214</u>	<u>1,049,628</u>	<u>947,093</u>
Total assets	<u>\$ 2,245,835</u>	<u>\$ 210,656</u>	<u>\$ 81,214</u>	<u>\$ 2,537,705</u>	<u>\$ 2,404,322</u>
	LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES					
Demand notes payable	\$ 1,094,782	\$ -	\$ -	\$ 1,094,782	\$ 924,782
Current portion of capital lease obligations	46,415	-	-	46,415	44,149
Accounts payable	141,427	-	-	141,427	154,603
Accrued salaries, wages, and related expenses	284,061	-	-	284,061	257,102
Other current liabilities	<u>46,342</u>	<u>-</u>	<u>-</u>	<u>46,342</u>	<u>43,783</u>
Total current liabilities	<u>1,613,027</u>	<u>-</u>	<u>-</u>	<u>1,613,027</u>	<u>1,424,419</u>
LONG TERM LIABILITIES					
Due to affiliate	-	-	-	-	22,283
Capital lease obligations, net of current portion as shown above	<u>24,414</u>	<u>-</u>	<u>-</u>	<u>24,414</u>	<u>52,207</u>
Total long term liabilities	<u>24,414</u>	<u>-</u>	<u>-</u>	<u>24,414</u>	<u>74,490</u>
Total liabilities	<u>1,637,441</u>	<u>-</u>	<u>-</u>	<u>1,637,441</u>	<u>1,498,909</u>
NET ASSETS					
Unrestricted	608,394	-	-	608,394	621,533
Temporarily restricted	-	210,656	-	210,656	202,666
Permanently restricted	-	-	81,214	81,214	81,214
Total net assets	<u>608,394</u>	<u>210,656</u>	<u>81,214</u>	<u>900,264</u>	<u>905,413</u>
Total liabilities and net assets	<u>\$ 2,245,835</u>	<u>\$ 210,656</u>	<u>\$ 81,214</u>	<u>\$ 2,537,705</u>	<u>\$ 2,404,322</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2013 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2013 Total</u>	<u>2012 Total</u>
CHANGES IN NET ASSETS					
Public support and revenue					
Program service fees	\$ 7,384,429	\$ -	\$ -	\$ 7,384,429	\$ 7,592,423
Federal funding	418,174	-	-	418,174	173,184
Donations	292,647	-	-	292,647	838,447
Program sales	249,854	-	-	249,854	333,436
United Way	229,500	-	-	229,500	253,161
Other public support	173,984	-	-	173,984	225,338
Local/County government	136,060	-	-	136,060	184,650
State of New Hampshire	93,719	-	-	93,719	97,819
Rental income	13,111	-	-	13,111	17,524
Forgiveness of debt	-	-	-	-	277,083
Net gain (loss) on beneficial interest in Foundation	38,975	7,990	-	46,965	(845,080)
Other income	69,312	-	-	69,312	16,888
Total public support and revenue	<u>9,099,765</u>	<u>7,990</u>	<u>-</u>	<u>9,107,755</u>	<u>9,164,873</u>
Expenses					
Program services					
Children & Adolescents	2,179,472	-	-	2,179,472	2,306,571
Case Management	1,327,763	-	-	1,327,763	1,336,985
Maintenance	988,606	-	-	988,606	315,502
Elderly Services	693,383	-	-	693,383	738,496
Emergency Services/Assessment	659,391	-	-	659,391	626,353
Non-Specialized Outpatient	643,517	-	-	643,517	1,272,277
Community Residences	535,814	-	-	535,814	459,664
Community Education & Training	149,961	-	-	149,961	396,305
Vocational Services	96,194	-	-	96,194	106,741
Supportive Living	26,730	-	-	26,730	30,254
Non-DMH/DS Funded	956,957	-	-	956,957	968,847
Supporting activities					
General management	855,116	-	-	855,116	724,301
Total expenses	<u>9,112,904</u>	<u>-</u>	<u>-</u>	<u>9,112,904</u>	<u>9,282,296</u>
CHANGES IN NET ASSETS	(13,139)	7,990	-	(5,149)	(117,423)
NET ASSETS - BEGINNING OF YEAR - AS ORIGINALLY STATED	747,746	76,453	81,214	905,413	1,022,836
PRIOR PERIOD ADJUSTMENT	<u>(126,213)</u>	<u>126,213</u>	<u>-</u>	<u>-</u>	<u>-</u>
NET ASSETS - BEGINNING OF YEAR - AS RESTATED	<u>621,533</u>	<u>202,666</u>	<u>81,214</u>	<u>905,413</u>	<u>1,022,836</u>
NET ASSETS - END OF YEAR	<u>\$ 608,394</u>	<u>\$ 210,656</u>	<u>\$ 81,214</u>	<u>\$ 900,264</u>	<u>\$ 905,413</u>

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2013 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2013 Total</u>	<u>2012 Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES					
Change in net assets	\$ (13,139)	\$ 7,990	\$ -	\$ (5,149)	\$ (117,423)
Adjustments to reconcile change in net assets to net cash from operating activities:					
Depreciation and amortization	58,957	-	-	58,957	49,973
Change in allowance for doubtful accounts	23,663	-	-	23,663	199,282
Forgiveness of debt	-	-	-	-	(277,083)
(Gain) loss on beneficial interest in Foundation	(38,975)	(7,990)	-	(46,965)	845,080
Contributed property	(108,800)	-	-	(108,800)	-
(Increase) decrease in assets:					
Accounts receivable	32,688	-	-	32,688	(192,870)
Contributions receivable	-	-	-	-	6,250
Prepaid expenses	3,623	-	-	3,623	(22,122)
Other assets	124,046	-	-	124,046	(124,046)
Note receivable	(55,570)	-	-	(55,570)	(1,132)
Increase (decrease) in liabilities:					
Cash overdraft	-	-	-	-	(28,438)
Accounts payable	(13,176)	-	-	(13,176)	(126,017)
Accrued salaries, wages, and related expenses	26,959	-	-	26,959	7,841
Refundable advances	-	-	-	-	12,374
Other current liabilities	2,559	-	-	2,559	19,128
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>42,835</u>	<u>-</u>	<u>-</u>	<u>42,835</u>	<u>250,797</u>
CASH FLOWS FROM INVESTING ACTIVITIES					
Decrease in due to / from affiliate	(22,283)	-	-	(22,283)	(62,240)
Additions to property and equipment	(24,292)	-	-	(24,292)	(23,834)
NET CASH USED IN INVESTING ACTIVITIES	<u>(46,575)</u>	<u>-</u>	<u>-</u>	<u>(46,575)</u>	<u>(86,074)</u>
CASH FLOWS FROM FINANCING ACTIVITIES					
Net repayment of capital lease obligations	(47,672)	-	-	(47,672)	(53,547)
Net borrowings (repayment) on demand notes payable	170,000	-	-	170,000	(79,000)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>122,328</u>	<u>-</u>	<u>-</u>	<u>122,328</u>	<u>(132,547)</u>
NET INCREASE IN CASH AND EQUIVALENTS	118,588	-	-	118,588	32,176
CASH AND EQUIVALENTS - BEGINNING OF YEAR	<u>32,176</u>	<u>76,453</u>	<u>-</u>	<u>108,629</u>	<u>76,453</u>
CASH AND EQUIVALENTS - END OF YEAR	<u>\$ 150,764</u>	<u>\$ 76,453</u>	<u>\$ -</u>	<u>\$ 227,217</u>	<u>\$ 108,629</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:					
Cash paid for interest				<u>\$ 42,600</u>	<u>\$ 47,125</u>
NON CASH OPERATING AND FINANCING ACTIVITIES					
Acquisition of equipment financed with capital lease				<u>\$ 22,145</u>	<u>\$ 102,124</u>

See Notes to Financial Statements

MONADROCK FAMILY SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2013
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	DMHDS Funded	Total Non-DMHDS Funded	2013 Totals	2012 Totals
PERSONNEL COSTS															
Salaries and wages	\$ 708,343	\$ 1,230,619	\$ 379,315	\$ 407,743	\$ 55,712	\$ 785,634	\$ 292,650	\$ 221,411	\$ 1,478	\$ 80,435	\$ 520,654	\$ 4,683,994	\$ 495,144	\$ 5,179,138	\$ 5,152,026
Employee benefits	120,071	351,951	102,571	69,554	15,759	213,111	70,361	62,980	183	25,127	102,336	1,134,004	123,873	1,257,877	1,285,927
Payroll taxes	65,390	99,133	32,386	32,830	4,996	68,021	6,829	18,401	128	6,818	41,433	376,365	39,538	415,903	424,056
PROFESSIONAL FEES															
Substitute staff	1,795	123,270	12,301	67,864	180	3,232	112,687	164,977	-	2	5,972	492,280	18,549	510,829	562,200
Audit fees	2,739	9,973	2,822	2,044	443	5,851	2,768	1,817	6	694	304	29,461	3,077	32,538	36,070
Legal fees	590	2,291	605	414	-	1,348	677	414	-	159	562	7,159	661	7,820	4,619
Other professional fees	6,881	13,563	7,476	-	-	859	3,972	-	-	61	-	32,812	6,338	39,150	100,345
STAFF DEVELOPMENT AND TRAINING															
Journals and publications	-	689	-	-	-	-	82	191	-	6	230	1,198	776	1,974	2,020
Conferences and conventions	389	2,192	254	572	73	5,648	1,198	678	-	15	2,381	13,400	4,665	18,065	3,490
Other staff development	885	7,805	54	195	-	1,678	1,422	-	-	13	272	12,324	80	12,384	9,740
OCCUPANCY COSTS															
Rent	44,458	103,795	41,593	36,868	5,371	72,390	71,739	6,114	24,291	9,958	49,161	465,738	71,361	537,099	552,515
Heating costs	-	-	-	-	-	-	674	-	-	-	-	674	-	674	814
Other utilities	-	-	-	-	-	-	630	-	-	508	-	1,138	-	1,138	653
Repairs and maintenance	1,552	4,732	2,227	1,214	257	3,951	1,854	1,487	-	490	3,070	20,836	3,449	24,285	20,461
Other occupancy costs	4,181	6,846	9,053	4,717	749	8,555	15,041	(5)	5	6,581	22,505	78,228	13,536	91,764	92,615
CONSUMABLE SUPPLIES															
Office supplies and equipment	2,264	4,908	2,481	1,768	372	5,854	4,508	3,074	2	641	9,719	35,591	14,746	50,337	37,987
Building and household	584	1,074	2,373	426	152	1,370	795	3,828	-	121	1,025	11,748	1,266	13,014	14,901
Educational and training	-	25	-	-	-	-	-	-	-	230	-	255	-	255	6,411
Food	421	13,219	15,655	247	624	5,663	642	27,536	-	58	525	64,590	353	64,943	81,943
Medical supplies	2,577	575	785	-	-	330	774	484	-	-	-	5,505	-	5,505	4,532
Other consumable supplies	826	1,606	514	777	100	1,571	2,025	514	5	167	2,022	10,031	28,447	38,478	21,415
DEPRECIATION															
Equipment	2,110	4,175	5,455	1,881	335	4,938	1,715	625	7	813	2,814	24,868	34,089	58,957	49,973
EQUIPMENT RENTAL															
Equipment	1,269	3,460	1,937	895	244	3,098	2,891	754	1	1,684	4,009	20,242	3,003	23,245	20,811
EQUIPMENT MAINTENANCE															
Equipment	270	1,455	437	235	57	640	467	300	2	89	277	4,230	27,985	32,215	19,403
ADVERTISING															
Advertising	982	6,580	2,666	2,691	141	5,243	4,823	3,535	1	705	4,109	31,476	6,611	38,087	62,740
PRINTING															
Printing	85	81	41	55	13	187	88	3	-	1,130	200	1,863	5,378	7,261	6,914
TELEPHONE															
Telephone	6,235	31,536	12,115	9,059	3,400	23,502	16,279	7,208	600	9,341	10,595	129,870	12,710	142,580	146,234
POSTAGE															
Postage	381	835	298	220	56	1,032	845	96	-	60	1,840	5,663	10,886	16,549	15,154
TRANSPORTATION															
Staff	4,251	114,117	10,325	12,092	6,011	52,634	7,237	1,319	-	1,723	4,743	214,452	3,014	217,466	266,943
Clients	-	98	35,424	-	-	6,659	-	1,375	-	116	-	43,672	-	43,672	57,400
ASSISTANCE TO INDIVIDUALS															
Client services	271	10,436	654	20	-	30,469	59	1,003	-	-	10,169	53,081	-	53,081	40,219
INSURANCE															
Malpractice and bonding	3,310	9,397	2,644	1,141	243	3,192	12,678	986	4	379	1,364	35,338	1,700	37,038	43,318
Vehicles	-	300	3,106	-	-	261	-	1,423	-	601	-	5,691	-	5,691	5,496
Comprehensive property and liability	5,074	18,074	5,228	3,869	808	10,624	4,852	3,291	14	1,251	4,563	57,648	6,221	63,869	47,413
MEMBERSHIP DUES															
Membership dues	419	488	180	-	-	213	239	-	-	-	983	2,532	1,555	4,087	6,829
INTEREST EXPENSE															
Interest expense	-	-	19	-	-	-	-	-	-	-	38,718	38,737	4,738	43,475	49,208
OTHER															
Other	3	173	409	-	-	5	16	91	-	(15)	8,551	9,233	13,228	22,461	29,491
TOTAL FUNCTIONAL EXPENSES	\$ 988,606	\$ 2,179,472	\$ 693,383	\$ 659,381	\$ 96,194	\$ 1,327,763	\$ 643,517	\$ 535,814	\$ 26,730	\$ 149,961	\$ 855,116	\$ 8,155,947	\$ 956,957	\$ 9,112,904	\$ 9,282,296

See Notes to Financial Statements

Monadnock Family Services, Inc.

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 just a society.

Vision

MFS strives for respectful community response to the needs of citizens with mental illness and other behavioral disorders. Individuals and families will have access to support services and opportunities necessary to pursue a life course of their choosing.

Values

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

Monadnock Family Services

BOARD OF DIRECTORS

2013 / 2014

March 2014

CHAIR

Alfred John Santos

VICE CHAIR

Nancy Vincent

TREASURER

Jill Batty

SECRETARY

Jane Larmon

David Bergeron

Tom Casey

Elizabeth Cleary

Diane Croteau

Susan Doyle

Dr. Robert Englund

JoAnn Fenton

Audrey Hadcock

Sarah Webb

Louise Zerba

KEY ADMINISTRATIVE PERSONNEL - FY2015

MONADNOCK FAMILY SERVICES

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Philip Wyzik	1.00	\$ 130,000.00	\$ 5,967.35	5%
Acting Chief Financial Offi	Peter Skalaban	0.80	\$ 74,908.00	\$ 3,438.48	5%
Medical Director	Marianne Marsh	1.00	\$ 185,000.00	\$ 8,491.99	5%
Chief Operations Officer	Katherine Marks	1.00	\$ 90,000.00	\$ 4,131.24	5%

Philip F. Wyzik MA

EXPERIENCE

Monadnock Family Services, 64 Main St, Keene NH

Chief Executive Officer (Current)

Responsible for all aspects of the leadership of a community mental health center in Cheshire County. Services focus on clientele considered eligible for state supported care, out patient behavioral health counseling, prevention services and adult care for seniors.

The Mental Health Association of Connecticut, 20-30 Beaver Rd, Wethersfield CT 06109

President and CEO (9-08 to 6 -1-12)

Responsible for all aspects of executive leadership of a \$9 million dollar private not for provide mental health agency. Services offered to adults with severe and persistent mental illness include housing, psychosocial rehabilitation, and supported employment; provide leadership and supervision to Executive staff and Program Directors. Work includes interface and coordination with Board of Directors, direct supervision of advocacy, lobbying and public education efforts.

West Central Behavioral Health, Inc., 9 Hanover St, Lebanon, New Hampshire 03766

Senior Vice President of Operations (1-91 to 9-08)

Responsible for the executive leadership and management of a private not-for-profit community mental health center. Duties include: **Program development and performance management:** responsible development and monitoring of annual operation plan to achieve key service outcomes and fiscal effectiveness, internal quality assurance and management, including leading workgroups to implement new treatment paradigms and improvements. Accomplished successful grant applications and negotiated contracts, including US Government contract procurement and management under the Javitts Wagner O'Day program. Assisted with marketing and internal and external customer service. Planned conversion of two day rehab programs into pioneering supported employment service.

Supervision and training of agency leaders: responsible for personnel development, quality assurance and risk management; designed and implemented a new, proactive employee review and development process. Planned and supervised the renovation and relocation of three clinical offices. Lead agency wide staff satisfaction survey process; developed work life committee to improve employee input into agency decisions.

Public Relations / fundraising: Conceived, organized and promoted all aspects of a two day fundraiser ("Paddlepower") that increased public awareness about suicide and visibility for the agency. Current member of NH Suicide Prevention Advisory Committee and Garrett Lee Smith Advisory Committee.

Information Technology: Supervised IT department of three FTEs since 2006, including the implementation of an electronic medical record for improved clinical flow, efficiency and compliance. Lead system improvement efforts to accommodate regulatory and reimbursement changes and mandates, and accompanying staff training efforts.

Substitute for the CEO: Handle internal, external, and State responsibilities.

Little Rivers Health Care Inc, PO Box 377, Bradford VT

Interim Chief Executive Officer (Sept 2005 to June 2006)

Under management service agreement with current employer, served as first CEO of a Federally Qualified Health Center. Duties involved all aspects of merging three disparate primary care offices into one organization. Developed initial Human Resource policies and plans, facilitated clinical and quality policy development, initiated start up fiscal plan and structure. Served as the liaison to Health Resource Services Administration Office of Grants Management and Project Development and facilitated development of Board members. Elected to the Board of Directors of Bi State Primary Care Association.

University System of New Hampshire, Granite State College

Faculty Member (November 2000 to present)

Teaching HLTC 600 *Continuous Quality Improvement*, HLTC 629 *Legal and Ethical Issues in Health and Human Services*, and HLTC 627 *Financing and Reimbursement in Healthcare*, and HLTC 550 *The US Healthcare Industry* (all online courses.) Taught numerous students on independent contract learning projects. Familiar with Blackboard, WebCT, and Moodle course management systems.

Worcester Area Community Mental Health Center, Inc, Worcester, Ma. 01609

Director of Rehabilitation (12-84 to 12-90)

Organized and lead social/vocational rehabilitation department serving mentally ill adults. Responsibilities included: Day-to-day management of a psychosocial rehabilitation program for severely mentally ill adults, program development, strategic planning and evaluation activities. Assisted in interdepartmental and interagency communication and public relations. Primary liaison to Mass Rehab Commission for vocational rehabilitation. Completed grant applications, hired and supervised staff; Held previous roles including Program Coordinator, Rehabilitation Counselor, Group Leader and Clinician.

Chandler St. Center, Inc., 162 Chandler St., Worcester, Ma. 01609

Substance Abuse Counselor (5-83 to 12-84)

Performed intake, crisis intervention, assessment, case management and addiction therapy around heroin and cocaine abuse for teen and adult clients. Facilitated support groups and completed court ordered assessments.

St. Joseph Church, 41 Hamilton St, Worcester, Ma. 01604

Religious Education Coordinator (6-81 to 6-83)

Supervised and coordinated all aspects of church based education program; recruited and trained volunteer teachers. Provided instruction for child, teen and adult classes.

Notre Dame High School, Fitchburg, Ma.

Teacher (9-82 to 6-83) – Taught junior and senior high students in Religious Education and substitute taught Spanish I.

St Joseph School, Somerville, Ma.

Teacher (9-78 to 6-80) -- Instructed five grade levels in Religion, Art, and Social Studies.

COMMUNITY SERVICE

Outreach House, Hanover NH (501.3C assisted living facility for nine seniors)

Board of Director, October 1998 to 2000 [approximately]

Ivy Place Condominiums, Lebanon NH (50 unit condominium facility)

Board of Director, 1992 thru 1997 [approximately]

Lebanon Riverside Rotary

Club member, chair of International Services Committee, 1992 thru 1996

EDUCATION

Master of Arts, Counseling Psychology, Assumption College, Worcester Ma. 1984.

Bachelor of Arts, Religious Studies (magna cum laude), Assumption College, Worcester, Ma. 1978.

- “Leadership Upper Valley,” May 2008 sponsored by the Lebanon Chamber of Commerce.
- “Institute for Non Profit Management,” Antioch New England Graduate School, Hanover, NH, Spring 2004.
- “FIPSE (Fund for Improvement of Postsecondary Education) Training for Part Time Faculty Teaching Adult Learners,” College for Lifelong Learning, Concord, NH, Fall, 2002.
- “Improving Managerial Leadership and Effectiveness”, “The Art of Negotiation,” “Delivering Superior Customer Service,” and “Contract Pricing,” NISH Institute for Leadership and Professional Development.

PUBLICATIONS

Munetz MD, Birnbaum A, Wyzik PF: An Integrative Ideology to Guide Community Based Multidisciplinary Care of Severely Mentally Ill Patients. Hospital and Community Psychiatry, June 1993, vol. 44, no 6.

Drake RE, Becker DR, Biesanz JC, Torrey WC, McHugo GJ, Wyzik PF: Rehabilitative Day Treatment vs Supported Employment: I Vocational Outcomes. Community Mental Health Journal, October 1994;30:519-532.

Torrey W, Clark RE, Becker D, Wyzik P, Drake RE: Switching from Rehabilitative Day Treatment to Supported Employment. Continuum: Developments in Ambulatory Care, Jossey-Bass Inc. Spring, 1997, vol 4, no 1.

Drake RE, Becker D, Biesanz J, Wyzik P: Day Treatment Versus Supported Employment for Persons with Severe Mental Illness: A Replication Study. Psychiatric Services, October 1996, vol 47, no 10.

Becker D, Torrey W, Toscano R, Wyzik P, Fox T: Building Recovery Oriented Services: Lessons from Implementing IPS in Community Mental Health Centers. Psychiatric Rehabilitation Journal, Summer 1998, vol 22, no 1.

Torrey, W, Wyzik PF: New Hampshire Clinical Practice Guidelines for Adults in Community Support Programs, (unpublished monograph).

Torrey, W. Wyzik PF: The Recovery Vision as a Service Improvement Guide for Community Mental Health Journal, April 2000, vol 36, No 2.

Torrey, W, Drake RE, Cohen M, Fox L, Lynde D, Gorman P, and Wyzik PF: The Challenge of Implementing and Sustaining Integrated Dual Disorders, Community Mental Health Journal, December 2002, Vol 38, no 6.

Salysers MP, Becker DR, Drake RE, Torrey WC, and Wyzik PF: A Ten Year Follow up of Supported Employment (in press).

Torrey WC, Finnerty M, Evans A, Wyzik P: Strategies for leading the implementation of Evidence-based practices, Psychiatric Clinics of North America, 26(4): 883-897, 2003.

Wyzik L, “Grassroots Armada for Suicide Prevention” Behavioral Healthcare Tomorrow, 14(4): 14-15, 2005.

AWARDS

Named Administrator of the Year, October 1994, by the New Hampshire Alliance for the Mentally Ill.

PRESENTATIONS

- “The Legacy of Clifford Beers.” Presented June 12, 2009 at Centennial Conference, Mental Health America, Washington DC.
- “Thinking of a Change?” Implementing the new NH Medicaid rule in the mental health center, for the Bureau of Behavioral Health, March 27, 28, 2007.

- "Suicide Prevention: Friend raising, Fundraising" at US Psychiatric Rehabilitation Association 30th annual conference, Philadelphia PA, May 24, 2005.
- "Teamwork in Residential Settings" for the Therapeutic Living Community, Norwich CT, April 2003, on behalf of the West Institute of the NH Dartmouth Psychiatric Research Center.
- "Vocational Rehabilitation System's Change" – two day personal consultation for Terros, 3118 E McDowell Rd, Phoenix, Arizona, April 2000.
- "Recovery and Systems Thinking," Value Options, Phoenix AZ, July 28, 1999.
- "CMHC Cultures that Work for Work," Following Your Dreams Conference, Nashua NH, May 21, 1999.
- "IPS Implementation, Tools and Recovery," IPS Plus Project, Regional Research Institute, Portland, Oregon, May 14, 1999.
- "Implementing IPS," Options for Southern Oregon, Grants Pass Oregon, May 13, 1999.
- "Facilitating Recovery by Effectively Supporting Work," Value Options Best Practices Summit IV, Boston MA, Oct. 21-23, 1998.
- "Health Care as a System: Case Management," Executive Directors, NH Division of Behavioral Health, Concord, NH, July 15, 1998.
- "Implementing Individual Placement and Support: Obstacles and Solutions," Western Region Best Practice Conference, Colorado Health Network, Santa Fe NM, Dec. 4-5, 1997.
- "Supported Employment as an Important Element in the Process of Recovering from Severe Mental Disorders," New England IPS Retreat, Newport RI, June 5, 1997.
- "From Day Treatment to Vocational Services," New England IAPSRs Conference, June 1995.
- "Work in the Community: Two Program Conversion Success Stories," Institute for Community Inclusion, Auburn, MA, October 1994.
- Neugeboren, J, Transforming Madness, William Morrow and Co, 1999, pgs 153-154, 157-159, 163, 164, 170.

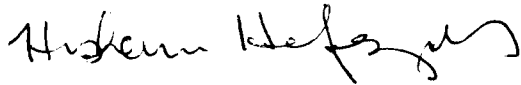
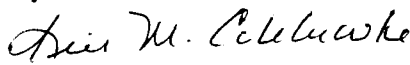
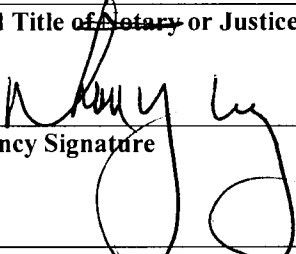
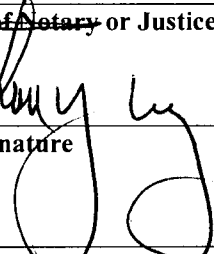
REFERENCES:

Personal references furnished upon request.

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 06-30-2015	1.8 Price Limitation \$1,161,635
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Irisham Hafez MD, Executive Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Hillsborough</u> On <u>5/21/14</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 		IRIS M. COLEBROOKE Justice of the Peace - New Hampshire My Commission Expires June 8, 2016	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-3-14</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.

EXHIBIT A
SCOPE OF WORK
FY 2015

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, 2014, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.

II. QUALITY IMPROVEMENT

- A. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- B. In order to 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 clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - a. The means to determine eligibility for all clients, beginning with initial eligibility or redetermination of eligibility, whichever comes first;
 - b. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - c. Submitted to the online web site designed for the State that will create client-level, regional, and statewide outcome reports.
 - 3. Re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every 90 days.
 - 4. The NH version of the CANS or the ANSA shall be employed to develop an individualized, person-centered treatment plan.

Contractor Initials: HH
Date: 5-21-2014

5. The obligation of the Contractor to utilize the NH version of the CANS and ANSA shall commence, in accordance with the implementation schedule developed by DHHS, upon the issuance by DHHS of the formal Acceptance letter to the vendor. Said Acceptance Letter shall be issued only upon a successful pilot and assurance that implementation can be done electronically
- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2015 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2014 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to either return to services in the community or offer services at the local Contractor.
- 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 Contractor shall work with DHHS to review cases of consumers that (NHH), and/or the Contractor 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 Contractor shall make a face-to-face appointment available to a consumer leaving (NHH) who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.

V. COORDINATION WITH PRIMARY CARE PROVIDER

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

Contractor Initials: 1414
Date: 5-21-2014

VI. TRANSITION OF CARE

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

VII. PAYMENT FOR SERVICES

- A. 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.
- B. 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.

VIII. COMMUNITY MENTAL HEALTH PROVIDER (CMHP) STATUS

The Contractor shall be required to meet the approval requirements of He-M 403.08 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

IX. MAINTENANCE OF FISCAL INTEGRITY

- A. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet and Profit and Loss Statements for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) days after each month end.
 - 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 thirty (30) business days with no variance allowed, effective January 1, 2015.
 - 2. **Current Ratio:**
 - a. **Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - b. **Formula:** Total current assets divided by total current liabilities.
 - c. **Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed, effective January 1, 2015.

3. **Medicaid Days in Accounts Receivable:**

- a. **Rationale:** Medicaid is the primary payor for most community mental health providers. 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 DHHS 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. Commencing January 1, 2015, in the event that the Contractor does not meet either:

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

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor is unable to meet the standards. In addition, DHHS may require the Contractor to submit a corrective action plan with periodic updates on a schedule that is mutually agreeable to the parties.

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

Contractor Initials: HH
Date: 5-21-2016

X. REPORTING REQUIREMENTS

- A. On a quarterly basis, the Contractor shall provide to DHHS the following:
1. For BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 2. For Non-BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- B. BBH eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- C. A Department approved template will be provided. (See Exhibit B – 1 Reporting Template). The first report will be for the quarter ending 09-30-14 and shall be due within thirty (30) days after the respective quarter end.

XI. REDUCTION OR SUSPENSION OF FUNDING

- A. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- B. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS 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 DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
1. All new applicants for services will receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 2. The Contractor shall continue to provide emergency services to all consumers;
 3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) days written notice with an explanation of the programmatic and financial impact.

- B. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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.
- D. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal reporting requirements within timeframes reasonably specified by DHHS.
- B. 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 fifteenth (15th) of each month unless otherwise agreed to by DHHS;
 - 2. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS;
 - 3. Data shall be current and updated as required for federal reporting; and
 - 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; and
 - f. School attendance data.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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

XV. EMERGENCY SERVICES

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

EXHIBIT B
METHODS OF PAYMENT

- A. 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 Department of Health and Human Services (DHHS) 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, DHHS may reduce State funds allocated under this Agreement as necessary for DHHS to meet its obligations reflected in the final FY14-15 budget appropriation for DHHS by the New Hampshire General Court.
- B. All reports required pursuant to this Agreement are due to DHHS within timeframes specified by DHHS. DHHS 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 DHHS's satisfaction, unless a waiver has been granted. DHHS 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.
- C. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- D. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.
- E. 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

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

Program To Be Funded	Amount	Payment Method
Emergency Services	\$ 61,910	12 equal payments
Adult ACT Team Infrastructure	225,000	Monthly invoices
Children ACT Team Infrastructure	140,000	Monthly invoices
Div. for Children Youth and Families (DCYF) Consultation	1,770	Invoiced by CMHC
Rental Housing Subsidy	201,444	Invoiced by CMHC
Medicaid Incentive for the Prevention of Chronic Disease	159,711	Monthly invoices
Data Infrastructure (DIG)	5,000	Invoiced by CMHC
Homeless and Housing Federal Grant (PATH)	40,300	12 equal payments
Deaf Services	326,500	Invoiced by CMHC
Total	\$1,161,635	

Contractor Initials: H H
Date: 5-21-2014

G. EMERGENCY SERVICES

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

H. ADULT ACT TEAM INFRASTRUCTURE

Upon approval of the contract by Governor and Council, DHHS will issue the Contractor an upfront 3-month payment. After three months from the start date of the contract, the Contractor shall draw down the additional funds by submitting monthly invoices to DHHS for maintenance of the Adult ACT Team. Invoices shall indicate the level of compliance with the standards set forth in Exhibit A., XVI., A. DHHS reserves the right to withhold and/or deduct payment for any period during which the standards have not been met.

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

The Contractor shall draw down these funds by submitting invoices to DHHS for providing 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.

J. DATA INFRASTRUCTURE FUNDS (DIG)

The Contractor shall draw down these funds by submitting invoices to DHHS.

K. MEDICAID INCENTIVE FOR THE PREVENTION OF CHRONIC DISEASE (MPCD)

The Contractor shall draw down these funds by submitting monthly invoices to DHHS.

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

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

M. CHILDREN'S ACT TEAM INFRASTRUCTURE

The Contractor shall draw down these funds by submitting monthly invoices to DHHS for maintenance of the Children's Act Team. Invoices shall indicate the level of fidelity maintained during the billing period. DHHS reserves the right to withhold and/or deduct payment for any period during which fidelity requirements have not been met.

N. DEAF SERVICES

The Contractor shall draw down these funds by submitting monthly invoices to DHHS.

O. RENTAL HOUSING SUBSIDY

The Contractor shall draw down these funds by submitting monthly invoices to DHHS.

P. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

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: \$956,624

Federal Grant Funds: \$205,011

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

Contractor Initials: HH
Date: 5-21-2016

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: \$ 5,000

CFDA #: 93.536
Federal Agency: U.S. Department of Health and Human Services
Program Title: Medicaid Incentives for Prevention of Chronic Diseases (MIPCD)
Amount: \$159,711

FY15 Exhibit B Region 6

List of State account numbers as referenced in Block 1.6 of
the General Provisions form P-37:

05-95-92-920010-5945	05-95-92-920010-7851
05-95-92-920010-2087	05-95-42-421010-2958
05-95-42-423010-7926	

Contractor Initials: HL
Date: 1/21/2016

Exhibit B - 1 **Reporting Template**

BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Non-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost incurred by the CMHC						
Less Cost Received						
Net Cost to the CMHC						

NON BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Non-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost incurred by the CMHC						
Less Cost Received						
Net Cost to the CMHC						

Notes:

Based on clients with at least 1 service during the reporting period
 Eligibility (BBH-Eligible or Not Eligible) is last eligibility reported
 Payer is last payer reported

EXHIBIT C
SPECIAL PROVISIONS
FY2015

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 Department of Health and Human Services (DHHS) upon request.

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

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

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

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

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding “Event of Default, Remedies” with the following:

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

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;

8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;

Contractor Initials: HH
Date: 5-21-2014

- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model by January 1, 2015, in accordance with Exhibit A., XVII., D.

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. Require the Contractor to pay to the State, as liquidated damages, the sum of \$100 per day for each day after January 1, 2015 that the Contractor fails to provide Evidence-Based Supported Employment in fidelity to the Dartmouth model. 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 meet the standard. 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.
- 8.2.8. 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 Subparagraph 8.1.13. or 8.1.14. 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:
- 8.2.8.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
- 8.2.8.2. Conduct a financial audit of the Contractor; and/or
- 8.2.8.3. 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 DHHS all unencumbered program funds in its possession. DHHS 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. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.
- 9.5.** The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.
- 9.5.1.** 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 in accordance with Exhibit A., IX., A.
- 9.5.1.1.** The monthly Balance Sheet and Profit & Loss Statements, 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 Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State’s satisfaction.
- 9.5.1.3.** The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.4.** On or before November 1, 2014, the Contractor shall deliver to DHHS, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2014, including the funds received under the fiscal year 2014 Agreement.
- 9.5.1.5.** 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 DHHS.
- 9.5.3.** For required federal reports, the Contractor shall:

- 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
- 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
- 9.5.3.3. Submit to DHHS all reasonable additional reports and data files as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.
- 9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the 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 DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.2. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its' obligations hereunder.
- 10.3. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.

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 DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

- 12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

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 DHHS 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

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14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

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 re-modeling) any building or other facility, or purchase any major medical equipment;

22.1.4. To satisfy any requirement for the expenditure of non Federal funds as a condition of a receipt of Federal funds; or

22.1.5. To provide services to persons at local jails or any correctional facility.

22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

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

22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.

22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:

22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;

22.6.2. The consideration, if any, to be paid;

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- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.
- 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.

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)

7 & 15 Prospect, 100 W. Pearl and 440 Amherst Street, Nashua NH 03060

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

Community Council of Nashua, NH

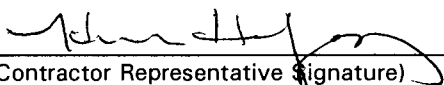
From: 7/1/2013 To: 6/30/2014

(Contractor Name)

(Period Covered by this Certification)

Hisham Hafez, MD Executive Dir/Chief Medical Off.

(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature)

5-21-2014
(Date)

Contractor Initials: HH
Date: 5-21-2014

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):

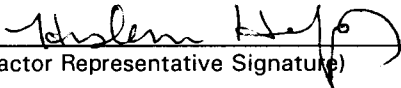
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 07-01-14 through 06-30-15

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)

5-21-2014
 (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: HH

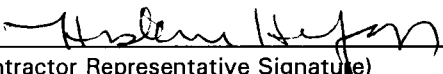
Date: 5/21/2011

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 - 21 - 2014 _____ (Date)

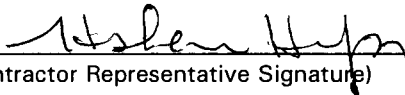
NH Department of Health and Human Services

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.

	Hisham Hafez, MD Executive Dir/Chief Medical Off.
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)

Community Council of Nashua, NH	5-21-2014
(Contractor Name)	(Date)

NH Department of Health and Human Services

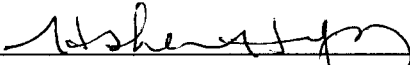
STANDARD EXHIBIT H

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 Exec Dir/Chief Medical Off.
(Authorized Contractor Representative Name & Title)

Community Council of Nashua, NH
(Contractor Name)

5-21-2014
(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

Community Council of Nashua NH
DBA Greater Nashua Mental Health
Community Council

The State Agency Name

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Sheri Rockburn
Name of Authorized Representative

Hisham Hafez, MD
Name of Authorized Representative

Director
Title of Authorized Representative

Executive Director/Chief Med. Off.
Title of Authorized Representative

Date

5/28/14

Date

5-21-2014

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.

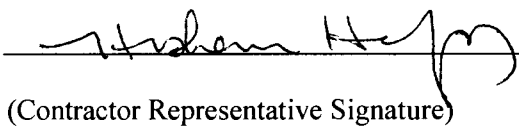
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.

 Hisham Hafez, MD Executive Dir/Chief Med Off
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Community Council of Nashua, NH 5-21-14
(Contractor Name) (Date)

Contractor initials: HH
Date: 5-21-2014
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: 018249823

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

☒ NO

☐ YES

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

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

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

☐ NO

☒ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: HH
Date: 5-21-2014
Page # 16 of Page # 16

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 1st day of April A.D. 2014

A handwritten signature in black 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 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 1st day of April, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jone Labombard, Board Secretary, 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 (May 20, 2014).

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of [May 21, 2014].

4. Hisham Hafez, MD is duly elected Executive Director of the Corporation.

(Seal)
(Corporation)

Jane D LaBombard
(Signature of Board Secretary)

State of New Hampshire

County of Hillsborough

The foregoing instrument was acknowledged before me this (21st) day of (May, 2014)

by Jane Labombard, Board Secretary.

Nancy V. Trask
Name: (NANCY V. TRASK)
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: (4-27-16)

NANCY V. TRASK, Notary Public
My Commission Expires April 27, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2014

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061		CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603-689-7229 E-MAIL ADDRESS: cbeauregard@eatonberube.com FAX (A/C, No): 603-886-4230	
		INSURER(S) AFFORDING COVERAGE	
		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:** 1768390527**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 ☐ PRO-JECT ☐ LOC			OPS0059447	11/12/2013	11/12/2014	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	11/12/2013	11/12/2014	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			UMS0027416	11/12/2013	11/12/2014	EACH OCCURRENCE \$5000000 AGGREGATE \$5000000 \$
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	N/A	WC531S389134014	1/15/2014	1/15/2015	WC STATU-TORY 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
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS0059447	11/12/2013	11/12/2014	\$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**NH Dept of Health & Human Services
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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BAKER NEWMAN NOYES

Chartered Accountants

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Community Council of Nashua, NH

Report on the Financial Statements

We have audited the accompanying financial statements of Community Council of Nashua, NH which comprise the statement of financial position as of June 30, 2013, and the related statements of activities, revenues and functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Council of Nashua, NH as of June 30, 2013, the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

To the Board of Directors
Community Council of Nashua, NH

Report on Summarized Comparative Information

We have previously audited Community Council of Nashua, NH's 2012 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 22, 2012. In our opinion, the summarized comparative information presented herein for the year ended June 30, 2012, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*, is presented for purposes of additional analysis and is not a required part of the financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 18, 2013 on our consideration of Community Council of Nashua, NH'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* in considering Community Council of Nashua, NH's internal control over financial reporting and compliance.

Manchester, New Hampshire
December 18, 2013

Baker Nauman & Noyes

Limited Liability Company

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF FINANCIAL POSITION

June 30, 2013 and 2012

ASSETS

	<u>2013</u>	<u>2012</u>
Cash and cash equivalents	\$ 502,190	\$ 525,550
Accounts receivable, less allowance for uncollectible accounts of \$969,683 in 2013 and \$1,041,436 in 2012	1,353,102	2,038,522
Investments	2,112,993	2,025,859
Prepaid expenses	132,040	75,587
Property and equipment, net	3,237,652	3,033,004
Debt issuance costs, net of accumulated amortization of \$8,668 in 2013 and \$6,908 in 2012	<u>9,289</u>	<u>11,049</u>
Total assets	<u>\$7,347,266</u>	<u>\$7,709,571</u>

LIABILITIES AND NET ASSETS

Liabilities:		
Accounts payable and accrued expenses	\$ 97,447	\$ 229,276
Accrued payroll	141,515	143,664
Accrued vacation	472,020	444,645
Deferred revenue	38,654	34,676
Medicaid payable	49,758	48,411
Notes payable	1,989,398	1,836,821
Capital lease obligation	64,104	112,180
Contingency reserve	730,449	730,449
Interest rate swap contract	<u>30,301</u>	<u>47,458</u>
Total liabilities	3,613,646	3,627,580
Net assets:		
Unrestricted	2,164,149	2,598,105
Temporarily restricted	1,470,878	1,385,293
Permanently restricted	<u>98,593</u>	<u>98,593</u>
Total net assets	<u>3,733,620</u>	<u>4,081,991</u>
Total liabilities and net assets	<u>\$7,347,266</u>	<u>\$7,709,571</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2013
(With Certain Financial Information Presented for the Year Ended June 30, 2012)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2013</u>	<u>2012</u>
Revenues, gains and other support:					
Program service fees	\$11,097,089	\$ —	\$ —	\$11,097,089	\$11,134,153
Bad debt expense	<u>(1,255,929)</u>	<u>—</u>	<u>—</u>	<u>(1,255,929)</u>	<u>(1,069,944)</u>
Program service fees, less bad debt expense	9,841,160	—	—	9,841,160	10,064,209
State of New Hampshire - BBH	734,043	—	—	734,043	590,648
Federal grants	990,878	—	—	990,878	1,134,175
Rental income	56,768	—	—	56,768	101,813
Support, local governments	63,112	—	—	63,112	70,440
Contributions	44,925	1,508	—	46,433	79,292
United Way	33,997	—	—	33,997	15,591
Other	159,450	—	—	159,450	52,963
Net assets released from restriction	<u>20,513</u>	<u>(20,513)</u>	<u>—</u>	<u>—</u>	<u>—</u>
Total revenues, gains and other support	11,944,846	(19,005)	—	11,925,841	12,109,131
Expenses:					
BBH funded program services:					
Children's services	2,015,314	—	—	2,015,314	1,973,840
Elderly services	470,318	—	—	470,318	475,687
Intake/placement services	180,119	—	—	180,119	64,233
Crisis response	218,368	—	—	218,368	250,294
Brief hospitalization	7,319	—	—	7,319	21,112
Vocational services	216,537	—	—	216,537	191,775
Adult outpatient	1,098,840	—	—	1,098,840	1,065,835
Multi-service team	3,253,413	—	—	3,253,413	3,165,906
ACT Team	475,022	—	—	475,022	380,766
Independent housing	1,012,482	—	—	1,012,482	1,282,702
Substance abuse	522,855	—	—	522,855	604,621
Other non-BBH funded program services:					
Child impact	31,478	—	—	31,478	32,852
Service link	—	—	—	—	1,855
PRC Hopes	24,565	—	—	24,565	19,753
Court division	141,200	—	—	141,200	198,613
SAMHSA	548,192	—	—	548,192	559,981
RAISE	41,701	—	—	41,701	57,054
Supervised visitation	110,564	—	—	110,564	98,758
Research	<u>405,368</u>	<u>—</u>	<u>—</u>	<u>405,368</u>	<u>281,308</u>
Total program services	10,773,655	—	—	10,773,655	10,726,945
Administrative expenses	1,687,328	—	—	1,687,328	1,409,819
Change in fair value of interest rate swap contract	<u>(17,157)</u>	<u>—</u>	<u>—</u>	<u>(17,157)</u>	<u>—</u>
Total expenses	<u>12,443,826</u>	<u>—</u>	<u>—</u>	<u>12,443,826</u>	<u>12,136,764</u>
Loss from operations	(498,980)	(19,005)	—	(517,985)	(27,633)

COMMUNITY COUNCIL OF NASHUA, NH
STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2013
(With Certain Financial Information Presented for the Year Ended June 30, 2012)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2013</u>	<u>2012</u>
Loss from operations	\$ (498,980)	\$ (19,005)	\$ —	\$ (517,985)	\$ (27,633)
Other income:					
Investment income	29,142	33,784	—	62,926	62,272
Realized and unrealized gains on investments	<u>35,882</u>	<u>70,806</u>	<u>—</u>	<u>106,688</u>	<u>26,657</u>
Total other income	<u>65,024</u>	<u>104,590</u>	<u>—</u>	<u>169,614</u>	<u>88,929</u>
(Deficiency) excess of revenues, gains and other support and income over expenses and (decrease) increase in net assets	(433,956)	85,585	—	(348,371)	61,296
Net assets, beginning 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>
Net assets, end of year	<u>\$ 2,164,149</u>	<u>\$ 1,470,878</u>	<u>\$ 98,593</u>	<u>\$ 3,733,620</u>	<u>\$ 4,081,991</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF CASH FLOWS

Years Ended June 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Cash flows from operating activities:		
(Decrease) increase in net assets	\$ (348,371)	\$ 61,296
Adjustments to reconcile (decrease) increase in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	189,941	158,431
Net realized and unrealized gains on investments	(106,688)	(26,657)
Increase (decrease) in contingency reserve	—	25,000
Bad debt expense	1,255,929	1,069,944
Change in fair value of interest rate swap contract	(17,157)	—
Changes in operating assets and liabilities:		
Accounts receivable, net	(570,509)	(1,671,918)
Prepaid expenses	(56,453)	107,405
Accounts payable and accrued expenses	(131,829)	90,766
Accrued payroll and vacation	25,226	67,367
Medicaid payable	1,347	29,690
Deferred revenue	<u>3,978</u>	<u>25,887</u>
Net cash provided (used) by operating activities	245,414	(62,789)
Cash flows from investing activities:		
Purchases of investments	(892,284)	(1,259,935)
Proceeds from sale of investments	911,838	1,270,031
Purchase of fixed assets	<u>(392,829)</u>	<u>(241,310)</u>
Net cash used by investing activities	(373,275)	(231,214)
Cash flows from financing activities:		
Proceeds from long-term debt and line of credit	610,000	430,000
Principal payments on long-term debt and line of credit	(457,423)	(491,624)
Payments on capital lease obligation	<u>(48,076)</u>	<u>(32,050)</u>
Net cash provided (used) by financing activities	<u>104,501</u>	<u>(93,674)</u>
Net decrease in cash and cash equivalents	(23,360)	(387,677)
Cash and cash equivalents, beginning of year	<u>525,550</u>	<u>913,227</u>
Cash and cash equivalents, end of year	\$ <u>502,190</u>	\$ <u>525,550</u>
Supplemental disclosures of cash flow information:		
Cash paid for:		
Interest	\$ <u>108,806</u>	\$ <u>102,991</u>
Supplemental disclosure of noncash activities:		
Assets acquired under capital lease arrangement	\$ <u>—</u>	\$ <u>144,230</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENT OF REVENUES AND FUNCTIONAL EXPENSES

Year Ended June 30, 2013

	Total Agency	Total Admini- stration	Total Programs	Children and Adoles- cents	Elderly Services	Intake	Emer- gency Services Non-DRH	Brief/ DRF	Voca- tional Services	Adult Outpatient	Multi- Service Team
Program service fees											
Net client fees	\$ 391,567	\$ -	\$ 391,567	\$ (15,015)	\$ 73,827	\$ 11,224	\$ -	\$ 6,090	\$ 10,588	\$ 126,675	\$ (78,947)
BC/BS	412,084	-	412,084	94,344	18,355	6,598	-	2,876	-	130,248	20,108
Medicaid	7,899,035	-	7,899,035	2,913,560	505,867	10,157	-	5,295	94,722	401,757	2,555,884
Medicare	487,830	-	487,830	928	67,073	3,853	-	10,218	(270)	250,611	140,624
Other insurance	419,420	-	419,420	67,979	14,406	3,916	-	5,173	-	91,589	13,333
Other program fees	231,224	-	231,224	-	-	-	-	-	-	-	-
Total program service fees	9,841,160	-	9,841,160	3,061,796	679,528	35,748	-	29,652	105,040	1,000,880	2,651,002
State of New Hampshire - BBH											
Federal grants	734,043	12,000	722,043	-	-	-	71,736	-	-	-	332,000
Rental income	990,878	-	990,878	-	-	-	-	-	-	-	48,532
Support, local governments	56,768	-	56,768	-	-	-	-	-	-	-	-
Contributions	63,112	-	63,112	-	-	-	-	-	-	63,112	-
United Way	46,433	-	46,433	913	-	-	-	-	-	45,270	-
Other revenue (including nonoperating and restricted)	33,997	-	33,997	-	-	-	-	-	-	31,993	-
	329,064	-	329,064	-	-	-	-	-	12,012	265,644	1,000
Total revenue	12,095,455	12,000	12,083,455	3,062,709	679,528	35,748	71,736	29,652	117,052	1,406,899	3,032,534

	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
Expenses:											
Salaries and wages	\$ 7,668,791	\$ 885,351	\$ 6,783,440	\$ 1,331,137	\$ 316,183	\$ 123,506	\$ 179,181	\$ -	\$ 132,113	\$ 624,950	\$ 2,204,280
Employee benefits	1,665,903	291,687	1,374,216	317,776	65,846	31,391	2,674	-	38,517	87,996	436,820
Payroll taxes	599,699	65,576	534,123	107,226	24,947	10,196	8,515	-	10,754	45,971	177,177
Substitute staff	7,512	7,091	421	421	-	-	-	-	-	-	-
Client evaluations/services	29,275	-	29,275	-	-	-	21,956	7,319	-	-	-
Accounting	53,379	53,356	23	5	1	-	-	-	-	2	8
Audit fees	58,805	16,720	42,085	9,663	2,065	749	302	-	985	3,317	15,809
Legal fees	45,147	36,876	8,271	1,697	79	29	11	-	38	127	2,304
Other prof. fees/consultations	363,205	43,293	319,912	19,114	3,299	235	85	-	5,777	11,541	37,163
Journals and publications	3,588	1,875	1,713	129	27	10	4	-	52	44	204
Conferences and conventions	20,718	5,987	14,731	5,916	397	-	-	-	75	1,565	3,083
Other staff development	2,549	2,028	521	-	-	-	-	-	-	-	303
Mortgage (interest)	98,249	-	98,249	-	-	-	-	-	-	98,249	-
Heating costs	24,811	4,035	20,776	4,774	1,020	370	149	-	486	1,638	7,799
Other utilities	85,838	14,008	71,830	16,566	3,528	1,279	515	-	1,682	5,670	26,881
Maintenance and repairs	149,088	27,659	121,429	27,296	5,828	2,113	851	-	2,779	9,361	44,663
Other occupancy costs	78,387	15,027	63,360	2,867	600	217	88	-	286	968	4,461
Office	87,452	24,124	63,328	9,600	1,822	655	264	-	2,682	3,116	14,493
Building/household	13,783	-	13,783	3,170	677	245	99	-	323	1,087	5,169
Production and sales	1,051	-	1,051	-	-	-	-	-	1,051	-	-
Food	15,559	5,539	10,020	4,177	155	56	23	-	89	249	1,784
Advertising	11,195	2,274	8,921	70	15	5	2	-	7	24	189
Printing	41,214	12,081	29,133	6,547	1,102	294	119	-	890	1,951	10,361
Telephone/communication	150,194	19,367	130,827	26,188	6,648	1,627	655	-	3,460	7,330	47,287
Postage/shipping	25,096	4,967	20,129	4,586	976	354	142	-	473	1,569	7,450
Staff	197,508	9,533	187,975	26,123	16,635	375	151	-	4,911	1,714	67,505
Clients (666)	-	300	(666)	-	-	-	-	-	-	(973)	-
Client services	305,550	12,126	293,424	3,513	44	-	-	-	669	-	2,618
Malpractice and bonding	195,964	31,940	164,024	37,780	8,054	2,920	1,176	-	3,841	12,941	61,450
Vehicles	2,889	521	2,368	607	119	43	17	-	57	195	801
Comprehensive property and liability	73,293	11,958	61,335	14,142	3,012	1,092	440	-	1,437	4,841	22,958
Interest expense (other than mortgage)	10,557	-	10,557	-	-	-	-	-	-	10,557	-
Depreciation, equipment	78,442	40,611	37,831	-	-	-	-	-	-	37,831	-
Depreciation, building	109,739	-	109,739	-	-	-	-	-	-	109,739	-
Equipment rental	40,101	12,648	27,453	5,784	1,235	448	180	-	589	1,984	9,449
Equipment maintenance	15,664	2,660	13,004	2,971	635	230	93	-	303	1,020	4,860
Membership dues	35,077	10,528	24,549	6,936	1,408	244	98	-	321	5,905	5,764
Other expenditures	96,377	15,582	80,795	18,533	3,961	1,436	578	-	1,889	6,361	30,320
Total program expenses	12,460,983	1,687,328	10,773,655	2,015,314	470,318	180,119	218,368	7,319	216,537	1,098,840	3,253,413
Administrative allocation	-	(1,675,328)	1,675,328	370,780	75,746	24,469	17,300	-	32,730	161,466	526,167
Change in fair value of interest rate swap contract	(17,157)	-	(17,157)	-	-	-	-	-	-	(17,157)	-
Total expenses	12,443,826	12,000	12,431,826	2,386,094	546,064	204,588	235,668	7,319	249,267	1,243,149	3,779,580
(Deficit) surplus	\$ (348,371)	\$ -	\$ (348,371)	\$ 676,615	\$ 133,464	\$ (168,840)	\$ (163,932)	\$ 22,333	\$ (132,215)	\$ 163,750	\$ (747,046)

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENT OF REVENUES AND FUNCTIONAL EXPENSES (CONTINUED)

Year Ended June 30, 2013

	ACT Team	Independent Housing	Substance Abuse	Supervised Visitation	Child Impact	REAP	PRC Hopes	Court Division	SAMHSA	Research	RAISE
Program service fees											
Net client fees	\$ 19,360	\$ 72,865	\$ 109,326	\$ 9,063	\$ 46,511	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BC/BS	1,113	-	138,442	-	-	-	-	-	-	-	-
Medicaid	380,090	1,007,022	24,681	-	-	-	-	-	-	-	-
Medicare	9,391	(3,036)	8,438	-	-	-	-	-	-	-	-
Other insurance	503	-	222,521	-	-	-	-	-	-	-	-
Other program fees	-	-	-	-	-	-	-	-	73,587	157,637	-
Total program service fees	410,457	1,076,851	503,408	9,063	46,511	-	-	-	73,587	157,637	-
State of New Hampshire - BBH											
Federal grants	100,483	202,192	-	-	-	-	-	-	-	15,632	-
Rental income	-	21,035	-	58,442	-	-	-	145,696	560,632	116,714	39,827
Support, local governments	-	56,768	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-	-
United Way	-	-	-	2,004	-	-	-	-	-	250	-
Other revenue (including nonoperating and restricted)	-	-	-	9,464	-	3,286	13,265	-	20,000	4,393	-
Total revenue	510,940	1,356,846	503,408	78,973	46,511	3,286	13,265	145,696	654,219	294,626	39,827

ACT Team	Independent Housing	Substance Abuse	Supervised Visitation	Child Impact	REAP	PRC Hopes	Court Division	SAMHSA	Research	RAISE
\$ 299,869	\$ 490,177	\$ 391,259	\$ 52,490	\$ 26,132	\$ -	\$ 19,359	\$ 102,591	\$ 190,749	\$ 273,474	\$ 25,990
Salaries and wages	147,206	34,812	20,706	5	-	3,664	22,233	50,784	41,517	7,411
Employee benefits	41,262	33,014	4,233	349	-	1,542	7,952	14,738	22,294	1,871
Payroll taxes	-	-	-	-	-	-	-	-	-	-
Substitute staff	-	-	-	-	-	-	-	-	-	-
Client evaluations/services	-	-	-	-	-	-	-	-	-	-
Accounting	1	2	-	-	-	-	-	-	-	-
Audit fees	1,904	2,874	-	30	-	-	-	-	1,221	1
Legal fees	3,577	110	130	1	-	-	-	-	47	-
Other prof. fees/consultations	535	833	17,265	8	-	-	2,400	220,424	343	-
Journals and publications	25	935	-	-	-	-	-	-	241	-
Conferences and conventions	250	1,465	700	-	-	-	150	25	935	-
Other staff development	-	15	-	-	-	-	-	203	-	-
Mortgage (interest)	-	-	-	-	-	-	-	-	-	-
Heating costs	940	1,563	-	15	-	-	-	-	603	-
Other utilities	3,253	4,910	-	52	-	-	-	-	2,086	-
Maintenance and repairs	5,375	8,111	2,350	85	-	-	-	190	3,456	-
Other occupancy costs	553	834	1,295	9	-	-	-	49,909	354	-
Office	1,695	2,969	388	4,414	-	-	-	13,828	4,312	-
Building/household	624	1,037	-	10	-	-	-	400	-	-
Production and sales	-	-	-	-	-	-	-	-	-	-
Food	143	297	717	2	-	-	-	1,319	267	-
Advertising	14	23	600	-	-	-	-	-	7,951	-
Printing	1,229	1,325	2,752	12	-	-	-	1,059	1,179	-
Telephone/communication	8,019	13,800	1,425	66	-	-	3,084	440	4,392	-
Postage/shipping	966	1,496	-	14	-	-	-	-	745	-
Staff	11,852	42,554	7,952	15	-	-	2,790	661	2,715	-
Clients	-	-	-	-	-	-	-	-	7	-
Client services	30,944	221,682	-	-	-	-	-	3,704	23,821	6,429
Malpractice and bonding	7,427	12,346	-	118	-	-	-	-	4,762	-
Vehicles	110	165	-	2	-	-	-	-	70	-
Comprehensive property and liability	2,778	4,618	-	44	-	-	-	-	1,781	-
Interest expense	-	-	-	-	-	-	-	-	-	-
(other than mortgage)	-	-	-	-	-	-	-	-	-	-
Depreciation, equipment	-	-	-	-	-	-	-	-	-	-
Depreciation, building	-	-	-	-	-	-	-	-	-	-
Equipment rental	1,139	1,894	-	18	-	-	-	-	3,014	-
Equipment maintenance	586	973	-	9	-	-	-	-	440	-
Membership dues	621	1,302	-	10	-	-	-	80	598	-
Other expenditures	3,653	6,072	-	58	-	-	-	79	2,342	-
Total program expenses	475,022	1,012,482	110,564	31,478	-	24,565	141,200	548,192	405,368	41,701
Administrative allocation	65,771	175,493	4,404	1,403	-	-	22,538	86,416	45,809	-
Change in fair value of interest rate swap contract	-	-	-	-	-	-	-	-	-	-
Total expenses	540,793	1,187,975	587,691	32,881	-	24,565	163,738	634,608	451,177	41,701
(Deficit) surplus	\$ (29,853)	\$ 168,871	\$ (84,283)	\$ 13,630	\$ 3,286	\$ (11,300)	\$ (18,042)	\$ 19,611	\$ (156,551)	\$ (1,874)

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.**

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

November 15, 2013

PRESIDENT
FIRST VICE PRESIDENT
SECOND VICE PRESIDENT
SECRETARY
TREASURER
ASSISTANT TREASURER
EXECUTIVE DIRECTOR/CHIEF MEDICAL OFFICER

H. Scott Flegal, Esq.
James Fasoli
Earle Rosse
Jone Labombard
Marie Tule, CPA
Edmund Sylvia & Ruth Marie Swisher
Hisham Hafez, M.D.,

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)

Kathie Rice Orshak, MA (2011)

Earle Rosse (2011)

Edmund Sylvia (2012)

Marie Tule, CPA (2011)

KEY ADMINISTRATIVE PERSONNEL - FY2015

GREATER NASHUA MENTAL HEALTH CENTER at COMMUNITY COUNCIL

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Hisham Hafez, MD	1.00	\$ 296,300.00	\$ 26,890.04	9%
Chief Financial Officer	Catherine Bowler	1.00	\$ 85,000.00	\$ 7,713.98	9%
Medical Director	Christopher Benton, MD	1.00	\$ 181,500.00	\$ 16,471.62	9%
Chief Operations Officer	Vacant position	1.00	\$ 115,000.00	\$ 10,436.56	9%

Curriculum Vitae

Hisham M. Hafez, MD
Executive Director – Chief Medical Officer
Community Council of Nashua, NH
(603) 889-6147

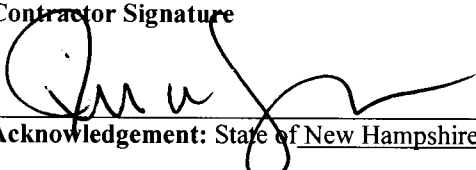
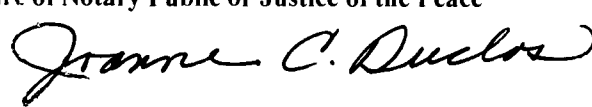
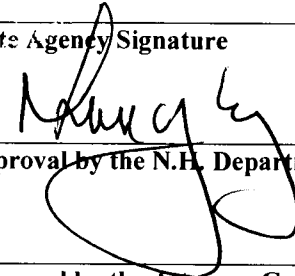
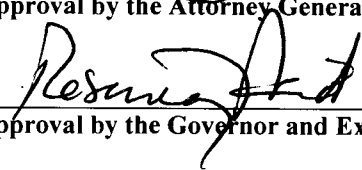
Institution and Location	Degree	Year Conferred	Field of Study
Alexandria University School of Medicine Alexandria, Egypt	M.B.ChB	1974	Medicine
Alexandria University Alexandria, Egypt	Internship	1975-1976	Medicine
New York Medical College Westchester, NY	Residency	1976-1978	Medicine
Yale University New 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

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 06-30-2015	1.8 Price Limitation \$1,904,042
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director		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>5/22/14</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 <u>Joanne C. Duclos, Notary Commission Expires: 9/18/18</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-3-14</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.

EXHIBIT A
SCOPE OF WORK
FY 2015

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, 2014, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.

II. QUALITY IMPROVEMENT

- A. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- B. In order to 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 clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - a. The means to determine eligibility for all clients, beginning with initial eligibility or redetermination of eligibility, whichever comes first;
 - b. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - c. Submitted to the online web site designed for the State that will create client-level, regional, and statewide outcome reports.
 - 3. Re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every 90 days.
 - 4. The NH version of the CANS or the ANSA shall be employed to develop an individualized, person-centered treatment plan.

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Date:

PWS
5/22/14

5. The obligation of the Contractor to utilize the NH version of the CANS and ANSA shall commence, in accordance with the implementation schedule developed by DHHS, upon the issuance by DHHS of the formal Acceptance letter to the vendor. Said Acceptance Letter shall be issued only upon a successful pilot and assurance that implementation can be done electronically.
- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2015 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2014 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to either return to services in the community or offer services at the local Contractor.
- 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 Contractor shall work with DHHS to review cases of consumers that (NHH), and/or the Contractor 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 Contractor shall make a face-to-face appointment available to a consumer leaving (NHH) who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.

V. COORDINATION WITH PRIMARY CARE PROVIDER

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

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VI. TRANSITION OF CARE

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

VII. PAYMENT FOR SERVICES

- A. 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.
- B. 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.

VIII. COMMUNITY MENTAL HEALTH PROVIDER (CMHP) STATUS

The Contractor shall be required to meet the approval requirements of He-M 403.08 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

IX. MAINTENANCE OF FISCAL INTEGRITY

- A. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet and Profit and Loss Statements for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) days after each month end.
 - 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 thirty (30) business days with no variance allowed, effective January 1, 2015.
 - 2. **Current Ratio:**
 - a. **Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - b. **Formula:** Total current assets divided by total current liabilities.
 - c. **Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed, effective January 1, 2015.

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3. **Medicaid Days in Accounts Receivable:**

- a. **Rationale:** Medicaid is the primary payor for most community mental health providers. 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 DHHS 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. Commencing January 1, 2015, in the event that the Contractor does not meet either:

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

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor is unable to meet the standards. In addition, DHHS may require the Contractor to submit a corrective action plan with periodic updates on a schedule that is mutually agreeable to the parties.

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

Contractor Initials: PWJ
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X. REPORTING REQUIREMENTS

- A. On a quarterly basis, the Contractor shall provide to DHHS the following:
1. For BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 2. For Non-BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- B. BBH eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- C. A Department approved template will be provided. (See Exhibit B – 1 Reporting Template). The first report will be for the quarter ending 09-30-14 and shall be due within thirty (30) days after the respective quarter end.

XI. REDUCTION OR SUSPENSION OF FUNDING

- A. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- B. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS 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 DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
1. All new applicants for services will receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 2. The Contractor shall continue to provide emergency services to all consumers;
 3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) days written notice with an explanation of the programmatic and financial impact.

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- B. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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.
- D. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal reporting requirements within timeframes reasonably specified by DHHS.
- B. 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 fifteenth (15th) of each month unless otherwise agreed to by DHHS;
 - 2. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS;
 - 3. Data shall be current and updated as required for federal reporting; and
 - 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; and
 - f. School attendance data.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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

XV. EMERGENCY SERVICES

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

Contractor Initials: *PNS*
Date: *8/23/14*

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS [ACT] INFRASTRUCTURE

- A. By October 1, 2014, the Contractor shall develop and implement ACT teams that are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, ACT teams shall deliver comprehensive, individualized, and flexible services, supports, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for ACT teams serve no more than ten (10) to twelve (12) individuals per ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- B. The Contractor shall notify DHHS when not in compliance with the requirements specified in XVI., A, above. Such notification shall be included with the invoices submitted for payment of ACT Team funds as described in Exhibit B., Section H.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 16.1 percent by June 1, 2015. The penetration rate is determined by dividing the number of adults with SMI receiving EBSE by the number of adults with SMI being served by the Contractor.
- C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2014.

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

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

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

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

XX. DATA INFRASTRUCTURE GRANT (DIG)

- A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. The Contractor shall seek approval from DHHS before planning to use or committing any DIG or federal data infrastructure funds.

Contractor Initials: RWS
Date: 5/2/14

- C. Activities that may be funded:
1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
1. Progress Reports received by DHHS according to prior agreement with Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MEDICAID INCENTIVES FOR PREVENTION OF CHRONIC DISEASE (MIPCD)

- A. The Contractor is a project site in a five (5) year grant awarded to the NH Department of Health and Human Services by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (MIPCD) "*Healthy Choices, Healthy Changes*" (HCHC) and "*Breath Well, Live Well*" (BWLW).
- B. *Healthy Choices, Healthy Changes* is a demonstration to measure health outcomes associated with beneficiary incentives in the form of health and fitness club memberships, weight watcher memberships and fitness coaching accompanied by randomization into a cash rewards incentive for participation. *Breath Well, Live Well* is a demonstration on the outcomes associated with tobacco education and tobacco cessation, including a cash rewards incentive. Both programs are targeted to Medicaid recipients eligible to receive community mental services.
- C. MIPCD 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. MIPCD 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.
- D. MIPCD will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- E. MIPCD 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.

Contractor Initials: 
Date: 5/22/14

- F. Incentives Counselors (ICs) will be employed by Dartmouth to:
1. Promote access to the MIPCD program;
 2. Help participants make decisions about health behavior changes; and
 3. Encourage the use of incentives.
- G. The Contractor will establish an In SHAPE program, necessary for offering HCHC. 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 MIPCD program at the Contractor's location.
- H. The Contractor will provide space in the offices of the Contractor that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- I. The Contractor will devise and implement a plan to provide transportation assistance to MIPCD participants, as specified and funded in the grant.
- J. The Contractor will also identify a project site MIPCD Leader who will work with members of the MIPCD implementation and evaluation teams at DHHS and Dartmouth to ensure that the project is progressing, as required by the grant.
- K. The Contractor will partner with MIPCD project members at DHHS and the Dartmouth Center for Aging Research with a goal to recruit and enroll a total of:
1. 226 Contractor's clients eligible for Medicaid in the weight management programs statewide; and
 2. 200 Contractor's clients eligible for Medicaid in the smoking education and cessation programs statewide.
- L. The Contractor will provide the information needed for required reporting to CMS, as requested by MIPCD project members at DHHS and the Dartmouth Center for Aging Research.

XXII. CYPRESS CENTER

The Contractor shall operate an Acute Psychiatric Residential Treatment Program on Cypress Street in Manchester, NH to reduce the census at New Hampshire Hospital.

XXIII. INSTITUTIONAL REVIEW BOARD

The Institutional Review Board (IRB) is a ten (10) member board that is responsible for reviewing all proposals that are submitted that involve research on individuals with mental illness. The IRB is also called "The Committee for the Protection of Human Subjects". Federal law requires that any time federal dollars are to be used for research on humans, the State must have an IRB. These funds pay for one (1) part-time administrator and one (1) part-time secretary. The IRB reviews approximately one hundred (100) research proposals per year. Most of these proposals deal with the use and effect of different drugs on people with mental illness.

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

- A. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management.

Contractor Initials:

Date:

PWS
5/28/14

PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.

- B. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- C. The Contractor shall provide an identified full-time equivalency PATH worker to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- D. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Office of Homeless Housing and Transportation Services.
- E. The Contractor shall comply with all reporting requirements under the PATH Grant.
- F. 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.
- G. 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.

XXV. REFUGEE INTERPRETER SERVICES

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

FY15 Region 7 CMHC Exhibit A

Contractor Initials: DWS
Date: 5/22/14

EXHIBIT B
METHODS OF PAYMENT
FY 2015

- A. 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 Department of Health and Human Services (DHHS) 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, DHHS may reduce State funds allocated under this Agreement as necessary for DHHS to meet its obligations reflected in the final FY14-15 budget appropriation for DHHS by the New Hampshire General Court.
- B. All reports required pursuant to this Agreement are due to DHHS within timeframes specified by DHHS. DHHS 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 DHHS's satisfaction, unless a waiver has been granted. DHHS 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.
- C. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- D. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.
- E. 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

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

Program To Be Funded	Amount	Payment Method
Emergency Services	\$ 440,883	12 equal payments
Adult ACT Team Infrastructure	450,000	Monthly invoices
Div. for Children Youth and Families (DCYF) Consultation	3,540	Invoiced by CMHC
Medicaid Incentive for the Prevention of Chronic Disease	212,498	Monthly invoices
Data Infrastructure (DIG)	5,000	12 equal payments
Homeless and Housing Federal Grant (PATH)	40,121	12 equal payments
Institutional Review Board	63,000	12 equal payments
Cypress Center	675,000	12 equal payments
Refugee Interpreter Services	14,000	Invoiced by CMHC
Total	\$1,904,042	

Contractor Initials: PWS
Date: 5/28/2014

G. EMERGENCY SERVICES

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

H. ADULT ACT TEAM INFRASTRUCTURE

Upon approval of the contract by Governor and Council, DHHS will issue the Contractor an upfront 3-month payment. After three months from the start date of the contract, the Contractor shall draw down the additional funds by submitting monthly invoices to DHHS for maintenance of the Adult ACT Team. Invoices shall indicate the level of compliance with the standards set forth in Exhibit A., XVI., A. DHHS reserves the right to withhold and/or deduct payment for any period during which the standards have not been met.

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

The Contractor shall draw down these funds by submitting invoices to DHHS for providing 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.

J. DATA INFRASTRUCTURE FUNDS (DIG)

The Contractor shall draw down these funds by submitting invoices to DHHS.

K. MEDICAID INCENTIVE FOR THE PREVENTION OF CHRONIC DISEASE (MPCD)

The Contractor shall draw down these funds by submitting monthly invoices to DHHS.

L. CYPRESS CENTER

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

M. INSTITUTIONAL REVIEW BOARD

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

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

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

O. REFUGEE INTERPRETER SERVICES

The Contractor shall draw down these funds by submitting invoices to DHHS.

P. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

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: \$1,646,423

Federal Grant Funds: \$257,619

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

Contractor Initials: *PWJ*
Date: *5/22/04*

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: \$ 5,000

CFDA #: 93.536
Federal Agency: U.S. Department of Health and Human Services
Program Title: Medicaid Incentives for Prevention of Chronic Diseases (MIPCD)
Amount: 212,498

FY15 Exhibit B Region 7

List of State account numbers as referenced in Block 1.6 of
the General Provisions form P-37:

05-95-92-920010-5945	05-95-92-920010-7851
05-95-92-920010-2087	05-05-42-421010-2959
05-95-42-423010-7926	

Contractor Initials: PT
Date: 6/22/14

Exhibit B - 1 **Reporting Template**

BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Non-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost incurred by the CMHC Less Cost Received						
Net Cost to the CMHC						

NON BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Non-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost incurred by the CMHC Less Cost Received						
Net Cost to the CMHC						

Notes:

Based on clients with at least 1 service during the reporting period
Eligibility (BBH-Eligible or Not Eligible) is last eligibility reported
Payer is last payer reported

EXHIBIT C
SPECIAL PROVISIONS
FY2015

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 Department of Health and Human Services (DHHS) upon request.

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

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

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

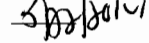
- 7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:

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

- 8.1.1.** Failure to perform the services satisfactorily or on schedule during the Agreement term;

- 8.1.2.** Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;

Contractor Initials: 
Date: 

- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model by January 1, 2015, in accordance with Exhibit A., XVII., D.

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.

Contractor Initials: PWS
Date: 5/22/14

- 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.** Require the Contractor to pay to the State, as liquidated damages, the sum of \$100 per day for each day after January 1, 2015 that the Contractor fails to provide Evidence-Based Supported Employment in fidelity to the Dartmouth model. 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 meet the standard. 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.
- 8.2.8.** 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 Subparagraph 8.1.13. or 8.1.14. 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:
- 8.2.8.1.** Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
- 8.2.8.2.** Conduct a financial audit of the Contractor; and/or
- 8.2.8.3.** 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 DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.

Contractor Initials: AMS
Date: 6/27/2014

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. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.
- 9.5.** The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.
- 9.5.1.** 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 in accordance with Exhibit A., IX., A.
- 9.5.1.1.** The monthly Balance Sheet and Profit & Loss Statements, 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 Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
- 9.5.1.3.** The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.4.** On or before November 1, 2014, the Contractor shall deliver to DHHS, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2014, including the funds received under the fiscal year 2014 Agreement.
- 9.5.1.5.** 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 DHHS.
- 9.5.3.** For required federal reports, the Contractor shall:

Contractor Initials: PVS
Date: 5/22/2014

- 9.5.3.1.** Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
- 9.5.3.2.** Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
- 9.5.3.3.** Submit to DHHS all reasonable additional reports and data files as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.
- 9.5.3.4.** The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the 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 DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.2.** In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its' obligations hereunder.
- 10.3.** The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.

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 DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

Contractor Initials: PWS
Date: 5/22/2014

- 12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

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 DHHS 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

Contractor Initials: DWS
Date: 5/22/2014

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

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

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

22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.

22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:

22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;

22.6.2. The consideration, if any, to be paid;

Contractor Initials: QWJ
Date: 9/22/04

- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.
- 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.

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: PWJ

Date: 5/22/2014

- (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, NH 03103

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

The Mental Health Center of Greater Manchester

From: 7/1/2014 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Peter Janelle, President and CEO

(Name & Title of Authorized Contractor Representative)

(Contractor Representative Signature)

(Date)

Contractor Initials: PW S

Date: 5/22/2014

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

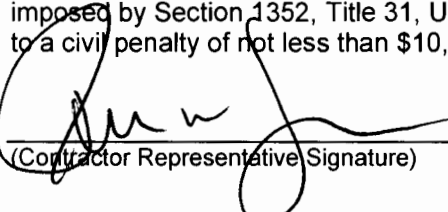
*Child Care Development Block Grant under Title IV

Contract Period: 07-01-14 through 06-30-15

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 and Chief Executive Officer

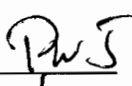
(Authorized Contractor Representative Name & Title)

The Mental Health Center of Greater Manchester

(Contractor Name)

(Date)

5/22/2014

Contractor Initials: 

Date: 5/22/2014

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

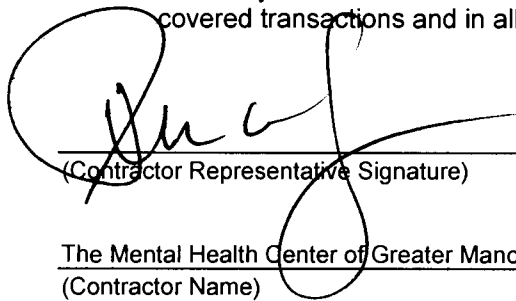
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (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 and Chief Executive Officer
(Authorized Contractor Representative Name & Title)

The Mental Health Center of Greater Manchester
(Contractor Name)

5/22/2014
(Date)

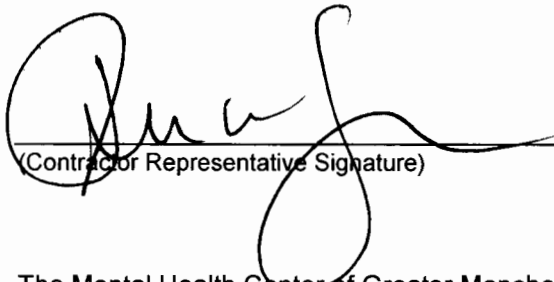
NH Department of Health and Human Services

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)

Peter Janelle, President and Chief Executive Officer

(Authorized Contractor Representative Name & Title)

The Mental Health Center of Greater Manchester

(Contractor Name)

5/28/2014

(Date)

NH Department of Health and Human Services

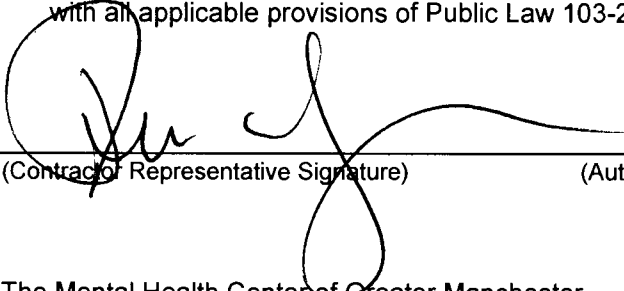
STANDARD EXHIBIT H

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) 5/22/2014
(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 Mental Health Center of
Greater Manchester

The State Agency Name

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Sheri Rockburn

Peter Janelle

Name of Authorized Representative

Name of Authorized Representative

Director

President and Chief Executive Officer

Title of Authorized Representative

Title of Authorized Representative

Date

5/28/14

Date

5/28/2014

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.

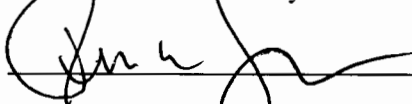
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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)

Peter W. Janelle President/CEO

(Authorized Contractor Representative Name & Title)

The Mental Health Center of Greater Manchester

(Contractor Name)

5/22/2014

(Date)

Contractor initials: PWJ

Date: 5/22/2014

Page # _____ of Page # _____

NH Department of Health and Human Services

The Mental Health Center
of Greater Manchester

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?

X NO

____ YES

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

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

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

____ NO

X YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: PWT
Date: 5/22/2014
Page # _____ of Page # _____

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 14th day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Leo Simard, do hereby certify that:

1. I am the duly elected Clerk of The Mental Health Center of Greater Manchester
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 13, 2014.

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

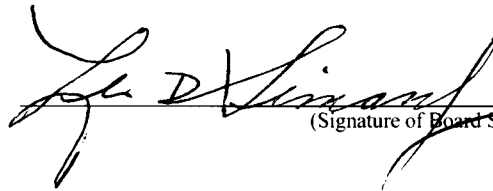
RESOLVED: That the President/Chief Executive Officer hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary,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

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

5/22/14.

4. **Peter Janelle** is duly elected **President/Chief Executive Officer** of the Corporation.

(Seal)
(Corporation)

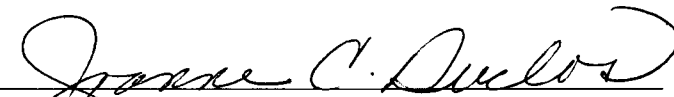

(Signature of Board Secretary)

State of **New Hampshire**

County of **Hillsborough**

The foregoing instrument was acknowledged before me this 22nd day of May, 2014

By **Leo Simard**


Name: **Joanne Duclos**
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: 9/18/18

JOANNE C. DUCLOS, Notary Public
Commission Expires September 18, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2014

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

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

PRODUCER CGI Business Insurance PO Box 1260 North Hampton NH 03862		CONTACT NAME: Kathleen Flibotte, CISR PHONE (A/C No. Ext.): (603) 898-6500 FAX (A/C No.): (603) 870-9444 E-MAIL ADDRESS: kflibotte@dbwarlick.com																						
INSURED The Mental Health Center of Greater Manchester 401 Cypress Street Manchester NH 03103-3628		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Philadelphia Insurance Company</td><td>23850</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></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Insurance Company	23850	INSURER B:	AIM Mutual Insurance Company	33758	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES CERTIFICATE NUMBER: 14-15 Master as of 3/6/14 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		
A	GENERAL LIABILITY			PHPK1152202	4/1/2014	4/1/2015	EACH OCCURRENCE	\$ 1,000,000	
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 100,000		
	☐ CLAIMS-MADE ☐ OCCUR		MED EXP (Any one person)				\$ 5,000		
	☒ Professional Liability		PERSONAL & ADV INJURY				\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000	
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000	
								\$	
A	AUTOMOBILE LIABILITY			PHPK1152202	4/1/2014	4/1/2015	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)				\$		
								\$	
A	☒ UMBRELLA LIAB	☒ OCCUR		PHUB454103	4/1/2014	4/1/2015	EACH OCCURRENCE	\$ 10,000,000	
	☐ EXCESS LIAB	☐ CLAIMS-MADE	AGGREGATE				\$ 10,000,000		
	DED ☒ RETENTION \$ 10,000						\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ECC60040002982013A	9/12/2013	9/12/2014	☒ WC STATUTORY LIMITS	OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	N/A	E.L. EACH ACCIDENT				\$ 500,000		
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - EA EMPLOYEE				\$ 500,000		
			E.L. DISEASE - POLICY LIMIT				\$ 500,000		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (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 issue for insured operations usual to Mental Health Services.

CERTIFICATE HOLDER

(603) 271-5040 slawrence@dhhs.state.nh.us

Bureau of Behavioral Health
Attn: Sandy Lawrence
Main Bldg., Room 210 S
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

Edward Young/SKC



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.

We have audited the accompanying combining financial statements of The Mental Health Center of Greater Manchester, Inc. and its affiliate Manchester Mental Health Foundation, Inc. (nonprofit organizations) which comprise the statement of financial position as of June 30, 2013, and the related combining statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

To the Board of Directors
of The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
Page 2

Opinion

In our opinion, the combining financial statements referred to above present fairly, in all material respects, the individual and combining financial positions of The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. as of June 30, 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the combining financial statements as a whole. The supplementary information on pages 17 through 21 is presented for the purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with audit standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittel Branagan & Sargent

St. Albans, Vermont
September 4, 2013

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF FINANCIAL POSITION
June 30, 2013

<u>ASSETS</u>				
	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
CURRENT ASSETS				
Cash	\$ 6,024,732	\$ 2,364	\$ -	\$ 6,027,096
Accounts Receivable, less allowance for uncollectible accounts of \$3,212,981	1,901,749	-	-	1,901,749
Other Accounts Receivable	198,193	-	(24,000)	174,193
Grant Receivable	46,433	-	-	46,433
Investments	-	2,097,567	-	2,097,567
Prepaid Expenses	190,324	-	-	190,324
TOTAL CURRENT ASSETS	8,361,431	2,099,931	(24,000)	10,437,362
PROPERTY, PLANT AND EQUIPMENT,				
Net of accumulated depreciation	3,055,381	-	-	3,055,381
TOTAL ASSETS	\$ 11,416,812	\$ 2,099,931	\$ (24,000)	\$ 13,492,743
<u>LIABILITIES AND NET ASSETS</u>				
CURRENT LIABILITIES				
Accounts Payable	\$ 177,501	\$ -	\$ -	\$ 177,501
Due To Affiliate	-	24,000	(24,000)	-
Accrued Payroll & Vacation, other accruals	2,216,541	3,751	-	2,220,292
Deferred Revenue	70,218	-	-	70,218
Medicaid Advance	220,498	-	-	220,498
Amounts held for Patients and Other Deposits	20,358	-	-	20,358
TOTAL CURRENT LIABILITIES	2,705,116	27,751	(24,000)	2,708,867
EXTENDED ILLNESS LEAVE, Long term	486,205	-	-	486,205
POST-RETIREMENT BENEFIT OBLIGATION	73,671	-	-	73,671
NET ASSETS				
Unrestricted	8,151,820	1,843,511	-	9,995,331
Permanently restricted	-	228,669	-	228,669
TOTAL NET ASSETS	8,151,820	2,072,180	-	10,224,000
TOTAL LIABILITIES AND NET ASSETS	\$ 11,416,812	\$ 2,099,931	\$ (24,000)	\$ 13,492,743

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, 2013

	MHCGM	Foundation	Eliminating Entries	Combined Total
REVENUE AND OTHER SUPPORT				
Program Service Fees	\$ 20,803,503	\$ -	\$ -	\$ 20,803,503
Fees and Grants from Governmental Agencies	1,569,610	-	-	1,569,610
Rental Income	139,589	-	-	139,589
United Way Allocations	48,138	-	-	48,138
Other Income	1,448,698	-	(71,293)	1,377,405
TOTAL REVENUE AND OTHER SUPPORT	24,009,538	-	(71,293)	23,938,245
OPERATING EXPENSES				
Program Services:				
Outpatient - Children	3,803,174	-	-	3,803,174
Elderly	833,655	-	-	833,655
Emergency Services	1,411,508	-	-	1,411,508
Vocational Services	595,764	-	-	595,764
Non-Eligibles	1,272,888	-	-	1,272,888
Mutli-Service Team	7,664,382	-	-	7,664,382
Crisis Unit	2,300,969	-	-	2,300,969
Community Residences & Support Living	1,690,980	-	-	1,690,980
Other	1,304,863	-	-	1,304,863
Total Program Services	20,878,183	-	-	20,878,183
Supporting Services				
Management and General	2,360,321	-	(319,208)	2,041,113
TOTAL OPERATING EXPENSES	23,238,504	-	(319,208)	22,919,296
INCOME FROM OPERATIONS	771,034	-	247,915	1,018,949
NON-OPERATING REVENUE/(EXPENSES)				
Contributions	285,996	323,987	(319,208)	290,775
Interest/Dividend Income	5,431	72,766	-	78,197
Investment Return	-	121,220	-	121,220
Dues	-	(4,356)	-	(4,356)
Miscellaneous Income	-	649	-	649
Donations/Contributions	-	(95,293)	71,293	(24,000)
Miscellaneous Expenses	-	(8,250)	-	(8,250)
NON-OPERATING REVENUE/ (EXPENSES), NET	291,427	410,723	(247,915)	454,235
INCREASE IN NET ASSETS	1,062,461	410,723	-	1,473,184
NET ASSETS AT BEGINNING OF YEAR	7,089,359	1,661,457	-	8,750,816
NET ASSETS AT END OF YEAR	\$ 8,151,820	\$ 2,072,180	\$ -	\$ 10,224,000

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, 2013

	MHCGM	Foundation	Eliminating Entries	Combined Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$ 1,062,461	\$ 410,723	\$ -	\$ 1,473,184
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Depreciation	190,539	-	-	190,539
Unrealized loss on investments	-	75,932	-	75,932
Realized gain on investments	-	(56,270)	-	(56,270)
Decrease (Increase) in Operating Assets:				
Accounts Receivable	(238,911)	-	-	(238,911)
Prepaid Expenses, grants and contracts receivable, and other current assets	(110,788)	-	-	(110,788)
Increase (Decrease) in Operating Liabilities:				
Accounts Payable	6,394	-	-	6,394
Due to Affiliate	-	13,494	-	13,494
Accrued Expenses and Other Current Liabilities	143,972	1,001	-	144,973
Deferred Revenue	(36,187)	-	-	(36,187)
Medicaid Advance	220,498	-	-	220,498
Amounts held for Patients and Other Deposits	(1,707)	-	-	(1,707)
Postretirement Benefit Obligation	(77,010)	-	-	(77,010)
Extended Illness Leave	(40,637)	-	-	(40,637)
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,118,624	444,880	-	1,563,504
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property, plant, and equipment, net	(170,561)	-	-	(170,561)
Proceeds from sale of investments	-	738,664	-	738,664
Purchase of investments	-	(1,187,272)	-	(1,187,272)
NET CASH (USED) BY INVESTING ACTIVITIES	(170,561)	(448,608)	-	(619,169)
NET INCREASE (DECREASE) IN CASH	948,063	(3,728)	-	944,335
CASH AT BEGINNING OF YEAR	5,076,669	6,092	-	5,082,761
CASH AT END OF YEAR	\$ 6,024,732	\$ 2,364	\$ -	\$ 6,027,096

See Accompanying Notes to Financial Statements.

**The Mental Health Center
OF GREATER MANCHESTER**

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

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

BOARD OF DIRECTORS

2013 - 2014

October 29, 2013

CHAIR

Timothy Soucy

VICE CHAIR

Jeff Galvin

SECRETARY

Leo Simard

TREASURER

Brian Marquis

Glinda Allen

Jessica Arvanitis

Kathryn Canedy

Margo Compagna

Alicia Finn, Ph.D.

Michael Harrington

Cynthia Ickes

Glen Karam

Thomas Lavoie

Geoffrey Lundy, MD

Chief David Mara

Sheila McNeil

Denise Purington

Andrea Pruna

KEY ADMINISTRATIVE PERSONNEL - FY2015

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	\$ 172,186.14	\$ 13,059.14	8%
Chief Financial Officer	Paul J. Michaud	1.00	\$ 120,529.16	\$ 9,141.31	8%
Medical Director	Quentin Turnbull	1.00	\$ 198,052.95	\$ 15,020.96	8%
Chief Operations Officer	William T. Rider	1.00	\$ 128,049.96	\$ 9,711.71	8%

**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

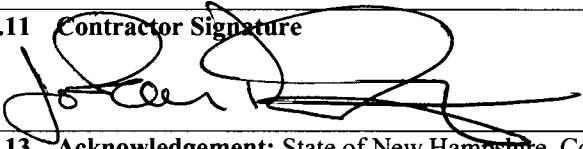
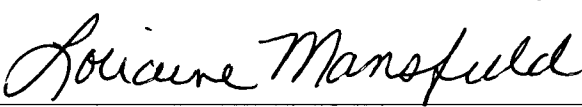
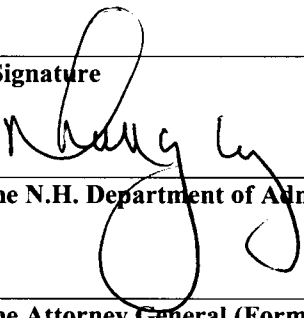
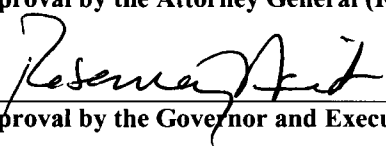
BOARD MEMBERSHIP/COMMUNITY SERVICE

- 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

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 06-30-2015	1.8 Price Limitation \$1,032,302
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director		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 20, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  LORRAINE MANSFIELD Justice of the Peace - New Hampshire My Commission Expires February 28, 2019			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-3-14</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.

EXHIBIT A
SCOPE OF WORK
FY 2015

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, 2014, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. SERVICES

- A.** The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B.** Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.

II. QUALITY IMPROVEMENT

- A.** The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- B.** In order to 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 clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 1.** Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 2.** Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - a.** The means to determine eligibility for all clients, beginning with initial eligibility or redetermination of eligibility, whichever comes first;
 - b.** Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - c.** Submitted to the online web site designed for the State that will create client-level, regional, and statewide outcome reports.
 - 3.** Re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every 90 days.
 - 4.** The NH version of the CANS or the ANSA shall be employed to develop an individualized, person-centered treatment plan.

Contractor Initials: JP
Date: 5/20/14

5. The obligation of the Contractor to utilize the NH version of the CANS and ANSA shall commence, in accordance with the implementation schedule developed by DHHS, upon the issuance by DHHS of the formal Acceptance letter to the vendor. Said Acceptance Letter shall be issued only upon a successful pilot and assurance that implementation can be done electronically.
- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2015 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2014 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to either return to services in the community or offer services at the local Contractor.
- 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 Contractor shall work with DHHS to review cases of consumers that (NHH), and/or the Contractor 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 Contractor shall make a face-to-face appointment available to a consumer leaving (NHH) who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.

V. COORDINATION WITH PRIMARY CARE PROVIDER

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

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VI. TRANSITION OF CARE

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

VII. PAYMENT FOR SERVICES

- A.** 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.
- B.** 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.

VIII. COMMUNITY MENTAL HEALTH PROVIDER (CMHP) STATUS

The Contractor shall be required to meet the approval requirements of He-M 403.08 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

IX. MAINTENANCE OF FISCAL INTEGRITY

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

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 thirty (30) business days with no variance allowed, effective January 1, 2015.

2. Current Ratio:

- a.** Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b.** Formula: Total current assets divided by total current liabilities.
- c.** Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed, effective January 1, 2015.

3. **Medicaid Days in Accounts Receivable:**

- a. **Rationale:** Medicaid is the primary payor for most community mental health providers. 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 DHHS 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. Commencing January 1, 2015, in the event that the Contractor does not meet either:

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

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor is unable to meet the standards. In addition, DHHS may require the Contractor to submit a corrective action plan with periodic updates on a schedule that is mutually agreeable to the parties.

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

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X. REPORTING REQUIREMENTS

- A.** On a quarterly basis, the Contractor shall provide to DHHS the following:
- 1.** For BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 2.** For Non-BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- B.** BBH eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- C.** A Department approved template will be provided. (See Exhibit B – 1 Reporting Template). The first report will be for the quarter ending 09-30-14 and shall be due within thirty (30) days after the respective quarter end.

XI. REDUCTION OR SUSPENSION OF FUNDING

- A.** In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- B.** In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS 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 DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
- 1.** All new applicants for services will receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 - 2.** The Contractor shall continue to provide emergency services to all consumers;
 - 3.** The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 - 4.** The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A.** Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) days written notice with an explanation of the programmatic and financial impact.

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- B.** The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C.** In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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.
- D.** The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A.** The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal reporting requirements within timeframes reasonably specified by DHHS.
- B.** 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 fifteenth (15th) of each month unless otherwise agreed to by DHHS;
 - 2. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS;
 - 3. Data shall be current and updated as required for federal reporting; and
 - 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; and
 - f. School attendance data.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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

XV. EMERGENCY SERVICES

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

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XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS [ACT] INFRASTRUCTURE

- A. By October 1, 2014, the Contractor shall develop and implement ACT teams that are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, ACT teams shall deliver comprehensive, individualized, and flexible services, supports, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for ACT teams serve no more than ten (10) to twelve (12) individuals per ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- B. The Contractor shall notify DHHS when not in compliance with the requirements specified in XVI., A, above. Such notification shall be included with the invoices submitted for payment of ACT Team funds as described in Exhibit B., Section H.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 16.1 percent by June 1, 2015. The penetration rate is determined by dividing the number of adults with SMI receiving EBSE by the number of adults with SMI being served by the Contractor.
- C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2014.

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

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

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

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

XX. DATA INFRASTRUCTURE GRANT (DIG)

- A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. The Contractor shall seek approval from DHHS before planning to use or committing any DIG or federal data infrastructure funds.

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- C. Activities that may be funded:
1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
1. Progress Reports received by DHHS according to prior agreement with Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MEDICAID INCENTIVES FOR PREVENTION OF CHRONIC DISEASE (MIPCD)

- A. The Contractor is a project site in a five (5) year grant awarded to the NH Department of Health and Human Services by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (MIPCD) "*Healthy Choices, Healthy Changes*" (HCHC) and "*Breath Well, Live Well*" (BWLW).
- B. *Healthy Choices, Healthy Changes* is a demonstration to measure health outcomes associated with beneficiary incentives in the form of health and fitness club memberships, weight watcher memberships and fitness coaching accompanied by randomization into a cash rewards incentive for participation. *Breath Well, Live Well* is a demonstration on the outcomes associated with tobacco education and tobacco cessation, including a cash rewards incentive. Both programs are targeted to Medicaid recipients eligible to receive community mental services.
- C. MIPCD 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. MIPCD 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.
- D. MIPCD will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- E. MIPCD 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.

- F. Incentives Counselors (ICs) will be employed by Dartmouth to:
1. Promote access to the MIPCD program;
 2. Help participants make decisions about health behavior changes; and
 3. Encourage the use of incentives.
- G. The Contractor will establish an In SHAPE program, necessary for offering HCHC. 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 MIPCD program at the Contractor's location.
- H. The Contractor will provide space in the offices of the Contractor that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- I. The Contractor will devise and implement a plan to provide transportation assistance to MIPCD participants, as specified and funded in the grant.
- J. The Contractor will also identify a project site MIPCD Leader who will work with members of the MIPCD implementation and evaluation teams at DHHS and Dartmouth to ensure that the project is progressing, as required by the grant.
- K. The Contractor will partner with MIPCD project members at DHHS and the Dartmouth Center for Aging Research with a goal to recruit and enroll a total of:
1. 168 Contractor's clients eligible for Medicaid in the weight management programs statewide; and
 2. 200 Contractor's clients eligible for Medicaid in the smoking education and cessation programs statewide.
- L. The Contractor will provide the information needed for required reporting to CMS, as requested by MIPCD project members at DHHS and the Dartmouth Center for Aging Research.

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

- A. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- B. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.

- C. The Contractor shall provide an identified full-time equivalency PATH worker to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- D. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Office of Homeless Housing and Transportation Services.
- E. The Contractor shall comply with all reporting requirements under the PATH Grant.
- F. 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.
- G. 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.

I. REFERRAL, EDUCATION, ASSESSMENT, PREVENTION (REAP) PROGRAM AND ENHANCED REAP

- A. The Contractor agrees to provide a statewide community-based education and brief intervention-counseling program specific for persons age sixty (60) and older, their families or other informal caregivers according to the protocols and policies approved by the Department. The priority of the program shall be the prevention or alleviation of substance misuse, i.e. alcohol, medications, or other drugs, and secondarily shall address depression or emotional stress, isolation, interpersonal relationships, grief and loss, and other life changes and issues that can affect an individual's ability to live independently, such as home safety and injury prevention.
- B. REAP components include:
 - 1. Counseling Sessions: to older adults over the age of sixty (60) and their caregivers, conducted in clients' homes or community settings. Screenings and brief interventions are completed by using evidence-based instruments. Sessions are free of charge and range from three (3) to five (5) sessions per client.
 - 2. Technical Assistance: offered to area professionals, which includes senior housing managers and service coordinators, for assistance and guidance in dealing with specific elderly issues.
 - 3. Community Intervention/Mediation: conducted when conflict arises at local elder housing complexes, to de-escalate the situation and find the source of the problem and facilitate resolution.
 - 4. Trainings: Annual meeting with all REAP counselors and housing specialist to provided training on evidenced based practices, tools and approaches.
- C. Enhanced REAP: the program is comprised of the existing REAP substance misuse services as well as additional depression treatment services via an Evidenced Based Practice (EBP) known as Behavioral Activation (BA) and increased symptom monitoring.

1. Eligible participants will be screened for depressive symptoms, and substance misuse (including medication misuse). Based on screening results, participants will be either offered REAP or Enhanced REAP.
2. The Patient Health Questionnaire-9 (PHQ-9) will be used to screen for depression. A reduced score will evidence the reduction of depressive symptoms.
3. Participants who screen below the clinical threshold will be offered traditional REAP and participants who screen above the clinical threshold will be offered Enhanced REAP.
4. Participants who screen positive for substance misuse will receive Motivational Interviewing (MI) and Behavioral Activation (BA). Participants who screen positive for depression or co-occurring substance misuse and depression, Enhanced REAP, BA and MI treatments will be integrated.

D. Other Requirements:

1. Administrative oversight for all REAP services and technical assistance shall be Certified Prevention Specialists in accordance with the State of NH Prevention Certification Board and the International Certification and Reciprocity Consortium (<http://nhpreventcert.org>).
2. The Contractor shall conduct evaluations and provide results to the DHHS annually on the effectiveness of REAP services. Evaluations shall include:
 - a. Short Term Outcomes: Increase social connections; Increase activity to maintain health, independence, and mental health; Reduction of harm in mixing medications with other substances;
 - b. Intermediate Outcomes: Increase perception of harm and awareness
 - c. Long-term Outcomes: Reduce thirty (30) day use of alcohol, binge or heavy drinking, and related consequences of substance use (e.g. alcohol use and prescribed medications). Elderly and families/caretakers are informed of the dangers of substance misuses and opportunities for healthy lifestyles that are possible through REAP.
3. Provide quarterly reports in meeting the Block Grant National Outcomes Data. See Appendix 2.
4. Notify DHHS when not in compliance with grant and shall provide a corrective action plan.
5. Collaboration with Public Health Networks in providing education about substance misuse among older adults and the dangers, share data across disciplines, and provide outreach of services. Public Health Networks, see Appendix 1.

E. Quality Assurance:

1. A Quarterly Program Service Report shall be submitted by the fifteenth (15th) of the month following the State Fiscal Year quarter reported. The Quarterly Program Service Report is to be completed in accordance with instructions provided by DHHS.
2. Contractor shall obtain client feedback as to the quality of services provided and report the outcome to DHHS in the Quarterly Program Service Report due thirty (30) days after the end of the second (2nd) quarter.

EXHIBIT B
METHODS OF PAYMENT
FY 2015

- A. 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 Department of Health and Human Services (DHHS) 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, DHHS may reduce State funds allocated under this Agreement as necessary for DHHS to meet its obligations reflected in the final FY14-15 budget appropriation for DHHS by the New Hampshire General Court.
- B. All reports required pursuant to this Agreement are due to DHHS within timeframes specified by DHHS. DHHS 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 DHHS's satisfaction, unless a waiver has been granted. DHHS 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.
- C. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- D. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.
- E. 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

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

Program To Be Funded	Amount	Payment Method
Emergency Services	\$ 377,821	12 equal payments
Adult ACT Team Infrastructure	225,000	Monthly invoices
Div. for Children Youth and Families (DCYF) Consultation	1,770	Invoiced by CMHC
Medicaid Incentive for the Prevention of Chronic Disease	159,711	Monthly invoices
Data Infrastructure (DIG)	5,000	Invoiced by CMHC
Homeless and Housing Federal Grant (PATH)	25,000	12 equal payments
Referral, Education, Assessment and Prevention (REAP)	238,000	12 equal payments
Total	\$1,032,302	

Contractor Initials: 
Date: 5/20/15

G. EMERGENCY SERVICES

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

H. ADULT ACT TEAM INFRASTRUCTURE

Upon approval of the contract by Governor and Council, DHHS will issue the Contractor an upfront 3-month payment. After three months from the start date of the contract, the Contractor shall draw down the additional funds by submitting monthly invoices to DHHS for maintenance of the Adult ACT Team. Invoices shall indicate the level of compliance with the standards set forth in Exhibit A., XVI., A. DHHS reserves the right to withhold and/or deduct payment for any period during which the standards have not been met.

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

The Contractor shall draw down these funds by submitting invoices to DHHS for providing 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.

J. DATA INFRASTRUCTURE FUNDS (DIG)

The Contractor shall draw down these funds by submitting invoices to DHHS.

K. MEDICAID INCENTIVE FOR THE PREVENTION OF CHRONIC DISEASE (MIPCD)

The Contractor shall draw down these funds by submitting monthly invoices to DHHS.

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

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

M. REFERRAL, EDUCATION, ASSESSMENT, PREVENTION (REAP) PROGRAM AND ENHANCED REAP

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

N. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

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: \$744,591

Federal Grant Funds: \$287,711

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

Amount: \$ 5,000

Contractor Initials: JP
Date: 5/20/14

CFDA #:	93.536
Federal Agency:	U.S. Department of Health and Human Services
Program Title:	Medicaid Incentives for Prevention of Chronic Diseases (MIPCD)
Amount:	\$159,711
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

FY15 Exhibit B Region 8

List of State account numbers as referenced in Block 1.6 of the General Provisions form P-37:

05-95-92-920010-5945	05-95-92-920010-7851
05-95-92-920010-2087	05-95-42-421010-2958
05-95-42-423010-7926	05-95-49-491510-2988
05-95-48-481010-8917	

Contractor Initials: JP
Date: 5/20/11

Exhibit B - 1 **Reporting Template**

BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Not-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost incurred by the CMHC Less Cost Received						
Net Cost to the CMHC						

NON BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Not-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost incurred by the CMHC Less Cost Received						
Net Cost to the CMHC						

Notes:

Based on clients with at least 1 service during the reporting period
 Eligibility (BBH-Eligible or Not Eligible) is last eligibility reported
 Payer is last payer reported

EXHIBIT C
SPECIAL PROVISIONS
FY2015

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 Department of Health and Human Services (DHHS) upon request.

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

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

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

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

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding “Event of Default, Remedies” with the following:

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

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;

8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;

Contractor Initials: 
Date: 5/20/14

- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model by January 1, 2015, in accordance with Exhibit A., XVII., D.

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.

Contractor Initials: JP
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- 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.** Require the Contractor to pay to the State, as liquidated damages, the sum of \$100 per day for each day after January 1, 2015 that the Contractor fails to provide Evidence-Based Supported Employment in fidelity to the Dartmouth model. 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 meet the standard. 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.
- 8.2.8.** 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 Subparagraph 8.1.13. or 8.1.14. 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:
- 8.2.8.1.** Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
- 8.2.8.2.** Conduct a financial audit of the Contractor; and/or
- 8.2.8.3.** 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 DHHS all unencumbered program funds in its possession. DHHS 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. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.
- 9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.
- 9.5.1. 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 in accordance with Exhibit A., IX., A.
- 9.5.1.1. The monthly Balance Sheet and Profit & Loss Statements, 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 Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State’s satisfaction.
- 9.5.1.3. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.4. On or before November 1, 2014, the Contractor shall deliver to DHHS, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2014, including the funds received under the fiscal year 2014 Agreement.
- 9.5.1.5. 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 DHHS.
- 9.5.3. For required federal reports, the Contractor shall:

Contractor Initials: JP
Date: 5/20/14

- 9.5.3.1.** Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
- 9.5.3.2.** Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
- 9.5.3.3.** Submit to DHHS all reasonable additional reports and data files as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.
- 9.5.3.4.** The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the 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 DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.2.** In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its' obligations hereunder.
- 10.3.** The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.

**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 DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

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- 12.2.** The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3.** The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4.** Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5.** In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

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 DHHS 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

Contractor Initials: JP
Date: 5/20/14

14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

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

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

22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.

22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:

22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;

22.6.2. The consideration, if any, to be paid;

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Date: 5/20/14

- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.
- 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.

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.

Seacoast Mental Health Center, Inc.

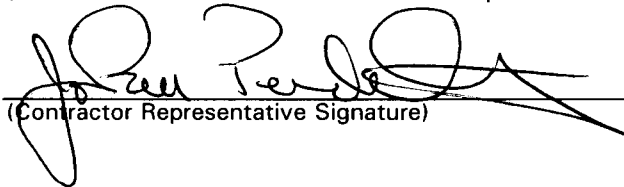
From: 7/1/2014 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

John Pendleton, President, Board of Directors

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

May 20, 2014

(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):

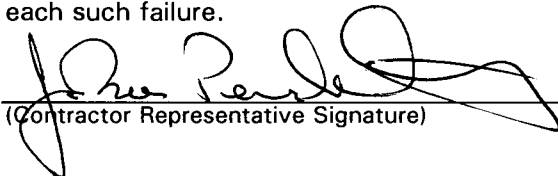
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 07-01-14 through 06-30-15

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 20, 2014
 (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

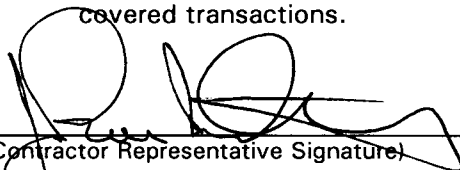
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (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 (l)(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 20, 2014 _____ (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)

John Pendleton, President, Board of Directors

(Authorized Contractor Representative Name & Title)

Seacoast Mental Health Center, Inc.

(Contractor Name)

May 20, 2014

(Date)

NH Department of Health and Human Services

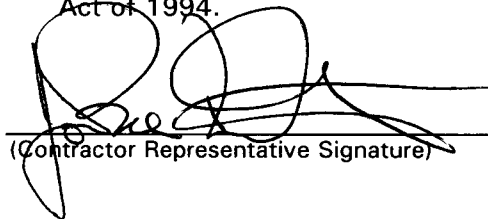
STANDARD EXHIBIT H

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 20, 2014

(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.

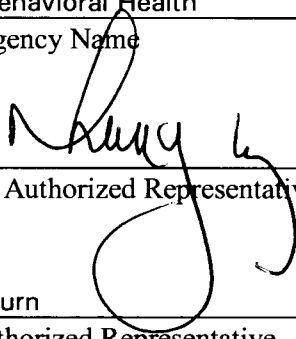
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

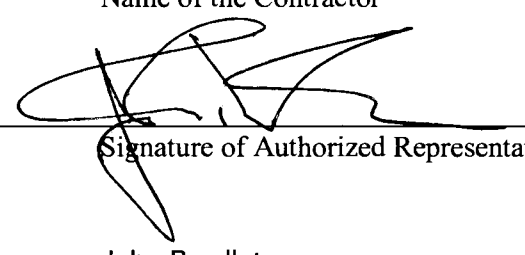
NH DHHS, Div of Community Based Care Services
Bureau of Behavioral Health

Seacoast Mental Health Center, Inc.

The State Agency Name

Name of the Contractor


Signature of Authorized Representative


Signature of Authorized Representative

Sheri Rockburn

John Pendleton

Name of Authorized Representative

Name of Authorized Representative

Director

President, Board of Directors

Title of Authorized Representative

Title of Authorized Representative

5/28/14
Date

May 20, 2014

Date

Contractor Initials: JP

Date: 5/20/14

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.

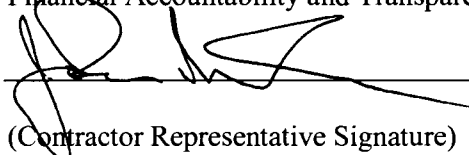
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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.

	John Pendleton, President, Board of Directors
(Contractor Representative Signature)	(Authorized Contractor Representative Name & Title)
Seacoast Mental Health Center, Inc.	May 20, 2014
(Contractor Name)	(Date)

Contractor initials: JP
Date: 5/20/14
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: 5/20/14
Page # 16 of Page # 16

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER, INC. is a New Hampshire nonprofit corporation formed January 21, 1963. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, **Paul Sorli**, do hereby certify that:

1. I am the duly elected Clerk of **Seacoast Mental Health Center, Inc.**
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on **May 20, 2014**.

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:

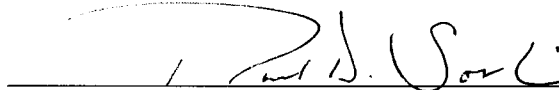
To Provide: **Mental Health Services, and
Projects for Assistance in Transition from Homelessness (PATH) Services**

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 23, 2014.

4. John Pendleton is duly elected President of the Corporation.

(Seal)
(Corporation)

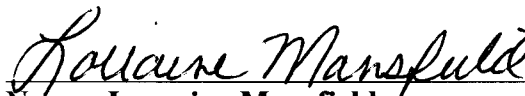

(Signature of Board Secretary)

State of New Hampshire

County of Rockingham

The foregoing instrument was acknowledged before me this 23^h day of May 2014.

by Paul Sorli.


Name: Lorraine Mansfield
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: LORRAINE MANSFIELD
Justice of the Peace - New Hampshire
My Commission Expires February 28, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2014

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

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

PRODUCER Fred C. Church, Inc. 41 Wellman Street Lowell, MA 01851 (800) 225-1865	CONTACT NAME: Jennifer Norton	
	PHONE (A/C, No, Ext): 978-322-7255 FAX (A/C, No): (978) 454-1865	
INSURED Seacoast Mental Health; Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue Portsmouth, NH 03801	E-MAIL ADDRESS: jnorton@fredchurch.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
	INSURER B: Technology Insurance Company, Inc.	42376
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 28969**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			PHPK1139356	3/1/2014	3/1/2015	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
			MED EXP (Any one person) \$ 20,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC ☐						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			PHPK1139356	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE			PHUB451019	3/1/2014	3/1/2015	EACH OCCURRENCE \$ 5,000,000
			AGGREGATE \$ 5,000,000				
			\$				
	DED ☒ RETENTION \$ 10,000						\$
B	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	TWC3397787	3/1/2014	3/1/2015	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				
A	Professional Liability			PHPK1139356	3/1/2014	3/1/2015	Professional Liability Limit \$1,000,000 per occurrence \$3,000,000 annual aggregate

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

CERTIFICATE HOLDERBureau of Behavioral Health
Attn: Sandy Lawrence
105 Pleasant Street
Main Building, Room 214S
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 Latuman

Client # 3334

Mst # 28969

Cert Holder # 6601

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ACORD 25 (2010/05)

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Seacoast Mental Health Center, Inc.
Portsmouth, New Hampshire

We have audited the accompanying financial statements of Seacoast Mental Health Center, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2013, and the related statement of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Mental Health Center, Inc. as of June 30, 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

To the Board of Directors of
Seaton (Maine) Health Center, Inc.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 9 through 12 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statement themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell Branagan & Sargent

St. Albans, Vermont
August 9, 2013

Seacoast Medical Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2013

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 549,725
Accounts receivable (net of \$380,000 allowance)	777,040
Prepaid expenses	78,500

TOTAL CURRENT ASSETS	1,405,265

PROPERTY AND EQUIPMENT - NET	26,945

TOTAL ASSETS	\$ 1,432,210

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 58,703
Deferred income	22,362
Medicaid advance	111,931
Accrued vacation	122,245
Accrued expenses	133,306

TOTAL CURRENT LIABILITIES	448,547

NET ASSETS

Unrestricted Net Assets	983,663

TOTAL LIABILITIES AND NET ASSETS	\$ 1,432,210

See Notes to Financial Statements

Fairweather Mental Health Center, Inc.
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year ended June 30, 2013

PUBLIC SUPPORT AND REVENUES

Public support -	
Federal	\$ 259,839
State of New Hampshire - BBH	171,071
Other public support	702,537
Total Public Support	1,333,447
Revenues -	
Program service fees	8,088,867
Rental income	83,751
Interest Income	1,714
Other revenue	100,737
Total Revenues	8,474,669

TOTAL PUBLIC SUPPORT AND REVENUES 9,797,816

OPERATING XPENSES

BBH funded program services -	
Children services	2,857,391
Emergency services	759,640
Vocational services	232,498
Adult services	4,290,122
Fairweather Lodge	665,427
Springbrook	44,273
Drug Court	123,704
REAP	182,719
Non-DMH funded program services	251,625

TOTAL EXPENSES 9,317,399

INCREASE IN NET ASSETS 480,417

NET ASSETS, beginning 503,246

NET ASSETS, ending \$ 983,663

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2017

CASH FLOWS FROM OPERATING ACTIVITIES

Increase in net assets	\$ 480,417
Adjustments to reconcile to net cash provided by operations:	
Depreciation	18,194
(Increase) decrease in:	
Accounts receivable - trade	41,894
Prepaid expenses	4,769
Increase (decrease) in:	
Accounts payable & accrued liabilities	(5,018)
Deferred income	7,412
Medicaid advance	113,931

NET CASH PROVIDED BY OPERATING ACTIVITIES 656,599

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of property and equipment	(12,153)

CASH FLOWS FROM FINANCING ACTIVITIES

Related party repayments, net	(313,244)

NET INCREASE IN CASH 231,202

CASH AT BEGINNING OF YEAR 318,523

CASH AT END OF YEAR \$ 549,725

SUPPLEMENTAL DISCLOSURES

Cash Payments for Interest	\$ 9,229

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.

Seacoast Mental Health Center, Inc.

Board of Directors

March 12, 2014

PRESIDENT
John Pendleton

Timothy Black

Lindsay Josephs

VICE PRESIDENT
Carole Bunting

Susan Craig

Monica Kieser

Kathleen Dwyer

Ed Miller

TREASURER
Jason Coleman

Timothy Graff

Nike Speltz

SECRETARY
Paul Sorli

Kimberly Hyer

Robert Stomierosky

KEY ADMINISTRATIVE PERSONNEL - FY2015

SEACOAST MENTAL HEALTH CENTER

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Geradine Couture	1.00	\$ 140,675.00	\$ 13,322.85	9%
Chief Financial Officer	Linda Every	1.00	\$ 83,987.00	\$ 7,954.12	9%
Medical Director	Wassfy Hanna	0.60	\$ 97,848.00	\$ 9,266.85	9%
Chief Operations Officer	Vacant	0.00	\$ -	\$ -	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

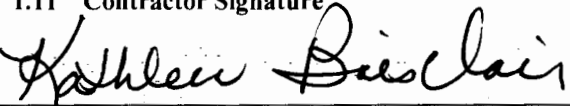
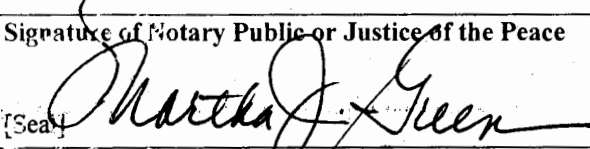
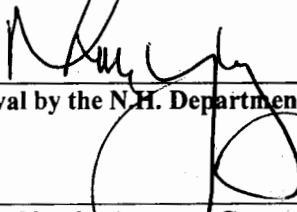
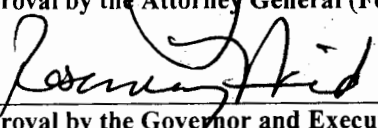
Membership

National Association of Reimbursement Officers, Past President

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 06-30-15	1.8 Price Limitation \$476,079
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director		1.10 State Agency Telephone Number (603)271-5000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, Vice President	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Strafford</u> On <u>5/22/14</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		MARTHA J. GREEN Notary Public - New Hampshire My Commission Expires January 29, 2019	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-3-14</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.

EXHIBIT A
SCOPE OF WORK
FY 2015

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, 2014, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.

II. QUALITY IMPROVEMENT

- A. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- B. In order to 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 clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - a. The means to determine eligibility for all clients, beginning with initial eligibility or redetermination of eligibility, whichever comes first;
 - b. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - c. Submitted to the online web site designed for the State that will create client-level, regional, and statewide outcome reports.
 - 3. Re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every 90 days.
 - 4. The NH version of the CANS or the ANSA shall be employed to develop an individualized, person-centered treatment plan.

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5. The obligation of the Contractor to utilize the NH version of the CANS and ANSA shall commence, in accordance with the implementation schedule developed by DHHS, upon the issuance by DHHS of the formal Acceptance letter to the vendor. Said Acceptance Letter shall be issued only upon a successful pilot and assurance that implementation can be done electronically.
- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2015 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2014 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to either return to services in the community or offer services at the local Contractor.
- 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 Contractor shall work with DHHS to review cases of consumers that (NHH), and/or the Contractor 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 Contractor shall make a face-to-face appointment available to a consumer leaving (NHH) who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.

V. COORDINATION WITH PRIMARY CARE PROVIDER

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

Contractor Initials: **K.B.**
Date: **5/21/14**

VI. TRANSITION OF CARE

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

VII. PAYMENT FOR SERVICES

- A. 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.
- B. 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.

VIII. COMMUNITY MENTAL HEALTH PROVIDER (CMHP) STATUS

The Contractor shall be required to meet the approval requirements of He-M 403.08 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

IX. MAINTENANCE OF FISCAL INTEGRITY

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

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 thirty (30) business days with no variance allowed, effective January 1, 2015.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed, effective January 1, 2015.

Contractor Initials: K.B.
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3. **Medicaid Days in Accounts Receivable:**

- a. **Rationale:** Medicaid is the primary payor for most community mental health providers. 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 DHHS 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. Commencing January 1, 2015, in the event that the Contractor does not meet either:

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

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor is unable to meet the standards. In addition, DHHS may require the Contractor to submit a corrective action plan with periodic updates on a schedule that is mutually agreeable to the parties.

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

Contractor Initials: K.B.
Date: 5/22/14

X. REPORTING REQUIREMENTS

- A. On a quarterly basis, the Contractor shall provide to DHHS the following:
1. For BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 2. For Non-BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- B. BBH eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- C. A Department approved template will be provided. (See Exhibit B – 1 Reporting Template). The first report will be for the quarter ending 09-30-14 and shall be due within thirty (30) days after the respective quarter end.

XI. REDUCTION OR SUSPENSION OF FUNDING

- A. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- B. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS 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 DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
1. All new applicants for services will receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 2. The Contractor shall continue to provide emergency services to all consumers;
 3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A. Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) days written notice with an explanation of the programmatic and financial impact.

Contractor Initials: K.B.
Date: 4/24/14

- B. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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.
- D. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal reporting requirements within timeframes reasonably specified by DHHS.
- B. 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 fifteenth (15th) of each month unless otherwise agreed to by DHHS;
 - 2. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS;
 - 3. Data shall be current and updated as required for federal reporting; and
 - 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; and
 - f. School attendance data.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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

XV. EMERGENCY SERVICES

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

Contractor Initials: K.B.
Date: 5/21/9

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS [ACT] INFRASTRUCTURE

- A. By October 1, 2014, the Contractor shall develop and implement ACT teams that are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, ACT teams shall deliver comprehensive, individualized, and flexible services, supports, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for ACT teams serve no more than ten (10) to twelve (12) individuals per ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- B. The Contractor shall notify DHHS when not in compliance with the requirements specified in XVI., A, above. Such notification shall be included with the invoices submitted for payment of ACT Team funds as described in Exhibit B., Section H.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 16.1 percent by June 1, 2015. The penetration rate is determined by dividing the number of adults with SMI receiving EBSE by the number of adults with SMI being served by the Contractor.
- C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2014.

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

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

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

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

XX. DATA INFRASTRUCTURE GRANT (DIG)

- A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. The Contractor shall seek approval from DHHS before planning to use or committing any DIG or federal data infrastructure funds.

Contractor Initials: K.B.
Date: 9/21/14

- C. Activities that may be funded:
1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
1. Progress Reports received by DHHS according to prior agreement with Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MEDICAID INCENTIVES FOR PREVENTION OF CHRONIC DISEASE (MIPCD)

- A. The Contractor is a project site in a five (5) year grant awarded to the NH Department of Health and Human Services by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (MIPCD) "*Healthy Choices, Healthy Changes*" (HCHC) and "*Breath Well, Live Well*" (BWLW).
- B. *Healthy Choices, Healthy Changes* is a demonstration to measure health outcomes associated with beneficiary incentives in the form of health and fitness club memberships, weight watcher memberships and fitness coaching accompanied by randomization into a cash rewards incentive for participation. *Breath Well, Live Well* is a demonstration on the outcomes associated with tobacco education and tobacco cessation, including a cash rewards incentive. Both programs are targeted to Medicaid recipients eligible to receive community mental services.
- C. MIPCD 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. MIPCD 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.
- D. MIPCD will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- E. MIPCD 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.

Contractor Initials: K.B.
Date: July

- F. Incentives Counselors (ICs) will be employed by Dartmouth to:
1. Promote access to the MIPCD program;
 2. Help participants make decisions about health behavior changes; and
 3. Encourage the use of incentives.
- G. The Contractor will establish an In SHAPE program, necessary for offering HCHC. 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 MIPCD program at the Contractor's location.
- H. The Contractor will provide space in the offices of the Contractor that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- I. The Contractor will devise and implement a plan to provide transportation assistance to MIPCD participants, as specified and funded in the grant.
- J. The Contractor will also identify a project site MIPCD Leader who will work with members of the MIPCD implementation and evaluation teams at DHHS and Dartmouth to ensure that the project is progressing, as required by the grant.
- K. The Contractor will partner with MIPCD project members at DHHS and the Dartmouth Center for Aging Research with a goal to recruit and enroll a total of:
1. 173 Contractor's clients eligible for Medicaid in the weight management programs statewide; and
 2. 200 Contractor's clients eligible for Medicaid in the smoking education and cessation programs statewide.
- L. The Contractor will provide the information needed for required reporting to CMS, as requested by MIPCD project members at DHHS and the Dartmouth Center for Aging Research.

FY15 Region 9 CMHC Exhibit A

Contractor Initials: K.B.
Date: 5/22/14

EXHIBIT B
METHODS OF PAYMENT
FY 2015

- A. 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 Department of Health and Human Services (DHHS) 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, DHHS may reduce State funds allocated under this Agreement as necessary for DHHS to meet its obligations reflected in the final FY14-15 budget appropriation for DHHS by the New Hampshire General Court.
- B. All reports required pursuant to this Agreement are due to DHHS within timeframes specified by DHHS. DHHS 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 DHHS's satisfaction, unless a waiver has been granted. DHHS 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.
- C. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- D. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.
- E. 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

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

Program To Be Funded	Amount	Payment Method
Emergency Services	\$ 84,598	12 equal payments
Adult ACT Team Infrastructure	225,000	Monthly invoices
Div. for Children Youth and Families (DCYF) Consultation	1,770	Invoiced by CMHC
Medicaid Incentive for the Prevention of Chronic Disease	159,711	Monthly invoices
Data Infrastructure (DIG)	5,000	Invoiced by CMHC
Total	\$476,079	

Contractor Initials: K.B.
Date: 5/22/14

G. EMERGENCY SERVICES

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

H. ADULT ACT TEAM INFRASTRUCTURE

Upon approval of the contract by Governor and Council, DHHS will issue the Contractor an upfront 3-month payment. After three months from the start date of the contract, the Contractor shall draw down the additional funds by submitting monthly invoices to DHHS for maintenance of the Adult ACT Team. Invoices shall indicate the level of compliance with the standards set forth in Exhibit A., XVI., A. DHHS reserves the right to withhold and/or deduct payment for any period during which the standards have not been met.

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

The Contractor shall draw down these funds by submitting invoices to DHHS for providing 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.

J. DATA INFRASTRUCTURE FUNDS (DIG)

The Contractor shall draw down these funds by submitting invoices to DHHS.

K. MEDICAID INCENTIVE FOR THE PREVENTION OF CHRONIC DISEASE (MIPCD)

The Contractor shall draw down these funds by submitting monthly invoices to DHHS.

L. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

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: \$311,368

Federal Grant Funds: \$164,711

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: \$ 5,000

CFDA #: 93.536

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

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

Amount: \$159,711

FY15 Exhibit B Region 9

List of State account numbers as referenced in Block 1.6 of the General Provisions form P-37:

05-95-92-920010-5945

05-95-92-920010-7851

05-95-92-920010-2087

05-95-42-421010-2958

05-95-42-423010-7926

Contractor Initials:

K.B.

Date: 5/24/14

Exhibit B - 1 **Reporting Template**

BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Non-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost incurred by the CMHC						
Less Cost Received						
Net Cost to the CMHC						

NON BBH-Eligible Clients Only

	Medicaid & Non-Medicaid		No Insurance		Non-Medicaid Only	
	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services	Emergency Services	Non-Emergency Services
Number of Clients Served						
Total Cost incurred by the CMHC						
Less Cost Received						
Net Cost to the CMHC						

Notes:

Based on clients with at least 1 service during the reporting period
 Eligibility (BBH-Eligible or Not Eligible) is last eligibility reported
 Payer is last payer reported

EXHIBIT C
SPECIAL PROVISIONS
FY2015

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 Department of Health and Human Services (DHHS) upon request.

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

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

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

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

D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:

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

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;

8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;

Contractor Initials: K.B.
Date: 3/24/14

- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model by January 1, 2015, in accordance with Exhibit A., XVII., D.

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. Require the Contractor to pay to the State, as liquidated damages, the sum of \$100 per day for each day after January 1, 2015 that the Contractor fails to provide Evidence-Based Supported Employment in fidelity to the Dartmouth model. 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 meet the standard. 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.
- 8.2.8. 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 Subparagraph 8.1.13. or 8.1.14. 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:
- 8.2.8.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
- 8.2.8.2. Conduct a financial audit of the Contractor; and/or
- 8.2.8.3. 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 DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.

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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. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.
- 9.5.** The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.
- 9.5.1.** 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 in accordance with Exhibit A., IX., A.
- 9.5.1.1.** The monthly Balance Sheet and Profit & Loss Statements, 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 Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
- 9.5.1.3.** The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.4.** On or before November 1, 2014, the Contractor shall deliver to DHHS, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2014, including the funds received under the fiscal year 2014 Agreement.
- 9.5.1.5.** 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 DHHS.
- 9.5.3.** For required federal reports, the Contractor shall:

Contractor Initials: **K.B.**
Date: **3/24/4**

- 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
- 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
- 9.5.3.3. Submit to DHHS all reasonable additional reports and data files as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.
- 9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the 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 DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.2. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its' obligations hereunder.
- 10.3. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.

**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 DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

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Date: 5/21/14

- 12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

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 DHHS 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

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14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

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

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

22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.

22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:

22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;

22.6.2. The consideration, if any, to be paid;

Contractor Initials: K.B.
Date: July 4

- 22.6.3. The use to which the transferred property is to be put by the transferee;
- 22.6.4. The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5. Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7. DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8. In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9. In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.
- 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.

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.

Community Partners of Stafford County

From: 7/1/2014 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Kathleen Boisclair, Vice President
(Name & Title of Authorized Contractor Representative)

Kathleen Boisclair
(Contractor Representative Signature)

5/22/14
(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

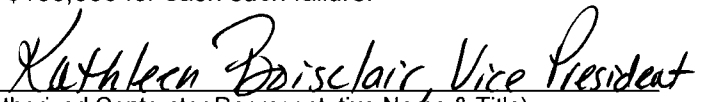
Contract Period: 07-01-14 through 06-30-15

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)


 (Authorized Contractor Representative Name & Title)

Community Partners of Strafford County
 (Contractor Name)

5/22/14
 (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.

Kathleen Boisclair
(Contractor Representative Signature)

Kathleen Boisclair, Vice President
(Authorized Contractor Representative Name & Title)

Community Partners of Strafford County
(Contractor Name)

5/22/14
(Date)

Contractor Initials: K.B.
Date: 5/24/14

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.

Kathleen Boisclair Kathleen Boisclair, Vice President
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Community Partners of Strafford County 5/22/14
(Contractor Name) (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.

Kathleen Boisclair Kathleen Boisclair, Vice President
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Community Partners of Strafford County
(Contractor Name)

5/22/14
(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.

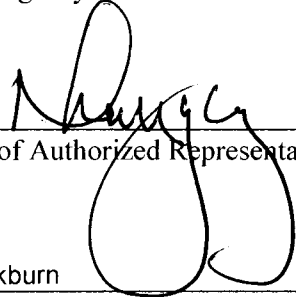
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

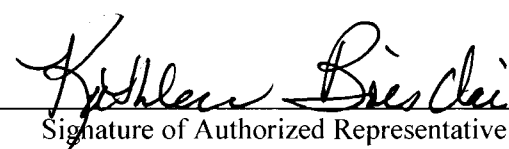
NH DHHS, Div of Community Based Care Services
Bureau of Behavioral Health

Beh Hlth & Dev Svs of Strafford Cty, Inc.
DBA Community Partners - Strafford Cty

The State Agency Name

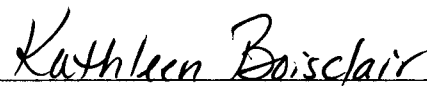
Name of the Contractor


Signature of Authorized Representative


Signature of Authorized Representative

Sheri Rockburn

Name of Authorized Representative



Name of Authorized Representative

Director

Title of Authorized Representative



Title of Authorized Representative

Date

5/28/14

Date

5/22/14

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.

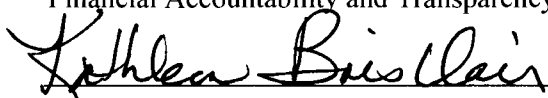
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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)



(Authorized Contractor Representative Name & Title)

Community Partners of Strafford County

(Contractor Name)

5/22/14

(Date)

Contractor initials: K.B.
Date: 5/22/14
Page # 1 of Page # 2

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?

X NO

____ YES

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

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

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

____ NO

____ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

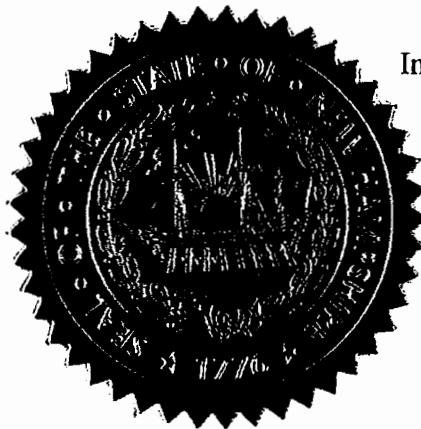
Contractor initials: K.B.
Date: 5/24/14
Page # 2 of Page # 2

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 3rd day of April A.D. 2014

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

William M. Gardner
Secretary of State

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 22, 2014.
4. Kathy Boisclair is duly elected Vice 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 22nd day of May, 2014

by Ann Landry.

Martha J. Green
Name: **Martha J. Green**
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: January 29, 2019

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of **May 22, 2014**.
4. **Kathy Boisclair** is duly elected **Vice President** of the Corporation.

(Seal)
(Corporation)

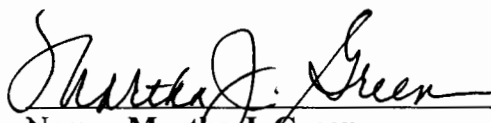

(Signature of Board Secretary)

State of **New Hampshire**

County of **Strafford**

The foregoing instrument was acknowledged before me this **22nd** day of **May, 2014**

by **Ann Landry**.


Name: **Martha J. Green**
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: **January 29, 2019**

Client#: 950869

BEHAVHEAT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2013

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 Services LLC PO Box 406 Portland, ME 04112-0406	CONTACT NAME: Melissa Ledoux PHONE (A/C, No, Ext): 207-239-3660 FAX (A/C, No): 207-775-0339 E-MAIL ADDRESS: Melissa.Ledoux@usi.biz														
INSURED Behavioral Health & Developmental Servi 113 Crosby Road Suite 1 Dover, NH 03820	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Insurance</td> <td>18058</td> </tr> <tr> <td>INSURER B: NH Employers Insurance Company</td> <td>13083</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance	18058	INSURER B: NH Employers Insurance Company	13083	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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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.

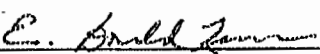
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PHPK1040451	07/01/2013	07/01/2014	EACH OCCURRENCE \$1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	POLICY ☐ PROJECT ☐ LOC ☒						GENERAL AGGREGATE \$3,000,000
A	AUTOMOBILE LIABILITY			PHPK1040451	07/01/2013	07/01/2014	PRODUCTS - COMP/OP AGG \$3,000,000
	☒ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☒ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS NON-OWNED AUTOS ☒						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						\$
	EXCESS LIAB						EACH OCCURRENCE \$
	DED ☐ RETENTION \$						AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			ECC60040000672013A	07/01/2013	07/01/2014	WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A				E.L. EACH ACCIDENT \$500,000
A	Professional Liability			PHPK1040451	07/01/2013	07/01/2014	E.L. DISEASE - EA EMPLOYEE \$500,000
							E.L. DISEASE - POLICY LIMIT \$500,000
							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)

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

CERTIFICATE HOLDER

CANCELLATION

State of NH Div of Health & Human Svcs, Div of Community Based Care Svcs Bureau Dvlpmnt Svcs Attn: Sandy Lawrence 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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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries, which comprise the consolidated statements of financial position as of June 30, 2013 and 2012, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries, as of June 30, 2013 and 2012, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 5, 2013

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Financial Position

June 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
ASSETS		
Cash and cash equivalents	\$ 3,713,671	\$ 2,106,311
Restricted cash	238,344	156,519
Accounts receivable, net of allowance for doubtful accounts	2,353,472	2,087,591
Grants receivable	106,526	20,289
Prepaid expenses	278,875	411,448
Property and equipment, net	<u>2,153,082</u>	<u>2,231,097</u>
Total assets	<u>\$ 8,843,970</u>	<u>\$ 7,013,255</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable	\$ 818,768	\$ 589,135
Accrued expenses	1,182,782	883,257
Refundable advances	962,155	996,749
Due to the State	1,340,088	-
Loan fund	88,818	88,596
Notes payable	<u>714,337</u>	<u>761,907</u>
Total liabilities	<u>5,106,948</u>	<u>3,319,644</u>
Commitments and contingencies (Note 7)		
Net assets		
Unrestricted	3,666,713	3,597,093
Temporarily restricted	<u>70,309</u>	<u>96,518</u>
Total net assets	<u>3,737,022</u>	<u>3,693,611</u>
Total liabilities and net assets	<u>\$ 8,843,970</u>	<u>\$ 7,013,255</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, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 22,742,375	\$ 21,849,714
Medicare revenue	147,225	152,534
Client resources	1,382,369	1,344,407
Contract revenue	853,503	646,231
Grant income	441,454	387,563
Interest income	1,377	1,096
Other program revenue	88,399	59,374
Public support	106,850	59,740
Other revenue	<u>269,129</u>	<u>173,019</u>
Total public support and revenue	26,032,681	24,673,678
Net assets released from restrictions	<u>31,073</u>	<u>33,020</u>
Total public support, revenue, and reclassifications	<u>26,063,754</u>	<u>24,706,698</u>
Expenses		
Program services		
Case management	1,932,330	1,887,441
Day programs and community support	6,523,328	6,500,521
Early support services and youth and family	3,369,271	3,407,187
Family support	599,153	607,518
Residential services	4,908,651	5,447,371
Combined residential, day and consolidated services	5,344,857	3,940,153
Medical services	102,565	96,718
Adult services	444,541	299,098
Emergency services	579,318	592,081
Other	<u>426,787</u>	<u>441,824</u>
Total program expenses	24,230,801	23,219,912
Supporting services		
General management	<u>1,763,333</u>	<u>1,399,452</u>
Total expenses	<u>25,994,134</u>	<u>24,619,364</u>
Total change in unrestricted net assets	<u>69,620</u>	<u>87,334</u>
Changes in temporarily restricted net assets		
Grant income	-	42,557
United Way allocation	4,864	4,079
Net assets released from restrictions	<u>(31,073)</u>	<u>(33,020)</u>
Total change in temporarily restricted net assets	<u>(26,209)</u>	<u>13,616</u>
Total change in net assets	43,411	100,950
Net assets, beginning of year	<u>3,693,611</u>	<u>3,592,661</u>
Net assets, end of year	<u>\$ 3,737,022</u>	<u>\$ 3,693,611</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, 2013

	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	\$ 2,185,206	\$ 5,447,731	\$ 3,664,506	\$ 217,202	\$ 6,596,010	\$ 5,210,953	\$ -	\$ 273,591	\$ 98,390	\$ 38,786	\$ 22,742,375	\$ -	\$ 22,742,375
Medicare revenue	132	104,932	-	-	-	-	-	42,161	-	-	147,225	-	147,225
Client resources	46,016	106,932	248,179	-	610,332	246,945	-	82,885	41,080	-	1,382,369	-	1,382,369
Contract revenue	3,328	172,579	70,064	146,700	805	38,720	200,214	35,349	103,740	70,004	841,503	12,000	853,503
Grant income	21,097	127,764	78,566	24,285	895	1,162	8	16,621	90	155,155	425,743	15,711	441,454
Interest income	-	-	-	-	-	-	-	-	-	-	1,377	1,377	1,377
Other program revenue	-	65,812	3,765	-	-	-	-	12,822	-	-	82,399	6,000	88,399
Public support	16,251	8,283	952	55,143	-	16	-	84	-	25,701	106,430	420	106,850
Other revenue	946	37,489	1,415	2,899	199	725	-	-	-	126,421	170,094	99,035	269,129
Total functional public support and revenue	2,282,976	6,071,522	4,067,447	446,229	6,208,341	5,498,521	200,222	463,513	243,300	416,067	25,898,138	134,543	26,032,681
Net assets released from restrictions	4,864	-	-	-	-	-	-	-	-	26,209	31,073	-	31,073
Total public support, revenue and reclassifications	2,287,840	6,071,522	4,067,447	446,229	6,208,341	5,498,521	200,222	463,513	243,300	442,276	25,929,211	134,543	26,063,754
Expenses													
Salaries and wages	1,167,249	3,362,837	1,966,483	125,761	498,863	1,039,325	77,105	252,117	390,945	193,963	9,074,648	1,094,836	10,169,284
Employee benefits	336,689	1,183,777	590,880	70,505	99,948	374,435	8,276	78,708	87,614	55,260	2,884,092	200,136	3,084,228
Payroll taxes	91,361	282,640	155,362	9,990	39,765	86,309	3,924	18,245	28,939	19,794	739,329	89,885	829,214
Contracted substitute staff	1,242	4,471	-	-	-	-	-	-	-	-	5,713	39,600	45,313
Client treatment services	19,770	25,736	917	274,806	2,688,791	1,322,936	-	-	-	23,307	4,366,263	832	4,366,895
Client therapies	32,163	93,457	108,634	6,365	93,936	37,611	-	9,705	-	-	289,295	-	289,295
Professional fees and consultants	33,190	53,457	154,052	1,728	11,332	17,289	1,278	41,016	11,023	11,105	375,470	34,559	410,029
Subcontractors	-	444,343	-	-	1,352,160	2,245,838	-	-	-	-	4,042,341	-	4,042,341
Staff development/training	3,498	65,964	14,984	1,183	3,178	17,841	861	2,733	1,303	2,508	114,053	12,216	126,269
Rent	20,020	128,503	49,928	-	2,622	9,028	1,051	3,889	11,986	1,753	228,780	10,079	238,780
Utilities	13,937	45,060	17,133	2,209	5,914	16,503	262	2,328	3,519	9,337	116,202	10,079	126,281
Building maintenance and repairs	9,324	39,486	14,507	1,085	6,677	8,214	252	1,801	2,754	1,660	85,760	5,230	90,990
Other occupancy costs	7,924	39,419	13,185	867	2,512	5,535	227	1,460	4,505	13,893	89,527	6,815	96,342
Office	15,640	35,466	22,720	1,220	3,361	10,950	240	2,328	4,721	2,120	98,786	41,331	140,117
Building/household	4,256	15,870	6,169	1,489	3,381	2,891	87	884	1,001	578	33,842	3,175	37,017
Client consumables	13,045	42,813	13,680	7,147	25,837	39,518	20	79	354	104	142,597	3,733	146,330
Medical	187	1,016	478	-	1,319	11,142	10	42	192	15	14,401	186	14,587
Equipment maintenance	12,008	54,080	43,247	270	(22)	(1,819)	1,251	5,653	7,924	1,501	124,093	6,499	130,592
Depreciation	31,804	122,058	52,023	6,071	16,696	44,040	606	6,874	6,966	3,072	290,210	47,855	338,065
Advertising	260	770	598	41	796	142	10	242	107	24	2,980	2,308	3,288
Printing	260	377	578	45	25	120	4	54	48	24	678	812	7,550
Telephone/communications	23,362	39,274	29,305	3,439	3,007	7,323	392	4,369	3,581	359	117,611	24,356	141,967
Postage/shipping	5,064	5,546	6,183	854	1,120	1,270	78	535	1,112	636	21,398	25,388	25,388
Transportation	63,237	358,727	45,483	8,014	32,516	89,454	126	5,680	3,479	5,117	611,833	11,905	623,738
Assistance to individuals	5,922	42,983	3,023	74,326	(59,315)	(59,315)	-	-	-	25,505	92,444	-	92,444
Insurance	17,393	68,542	43,971	2,277	6,261	43,971	6,174	4,562	5,518	1,614	173,758	9,551	183,309
Membership dues	1,126	5,316	4,093	5	93	121	276	404	590	96	12,120	52,513	64,633
Interest	2,369	13,766	3,379	328	1,444	2,707	55	395	1,132	1,250	30,661	31,911	31,911
Other	10	150	73	-	1	3	-	438	5	45,176	45,856	60,081	105,937
Total expenses	1,932,330	6,523,328	3,369,271	599,153	4,908,651	5,344,857	102,565	444,541	579,318	426,787	24,230,801	1,763,333	25,994,134
Increase (decrease) in unrestricted net assets	\$ 355,510	\$ (451,806)	\$ 698,176	\$ (152,924)	\$ 1,299,690	\$ 153,664	\$ 97,657	\$ 18,972	\$ (336,018)	\$ 15,489	\$ 1,698,411	\$ (1,628,790)	\$ 69,620

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STAFFORD 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	\$ -	\$ 21,849,714
Medicare revenue	-	103,127	-	-	-	-	(44)	49,451	-	-	152,534	-	152,534
Client resources	46,369	287,868	287,868	-	617,183	187,165	-	70,252	49,211	-	1,344,407	-	1,344,407
Contract revenue	4,931	156,778	55,184	76,935	800	41,990	200,825	35,132	3,656	70,000	646,231	-	646,231
Grant income	29,358	72,722	110,976	29,615	5,985	678	-	-	-	124,903	374,237	13,326	387,563
Interest income	-	-	-	-	-	-	-	-	-	54	54	1,042	1,086
Other program revenue	-	41,848	675	-	-	-	-	10,851	-	-	53,374	6,000	59,374
Public support	18,836	5,953	1,124	9,208	-	-	-	-	-	22,957	58,078	1,662	59,740
Other revenue	1,399	37,858	2,214	70	-	337	176	1	-	108,327	150,382	22,637	173,019
Total functional public support and revenue	2,245,676	6,252,141	3,780,743	399,349	6,446,690	4,321,213	200,957	479,792	136,429	366,021	24,629,011	44,667	24,673,678
Net assets released from restrictions	4,079	-	-	-	-	-	-	-	-	28,941	33,020	-	33,020
Total public support, revenue and reclassifications	2,249,755	6,252,141	3,780,743	399,349	6,446,690	4,321,213	200,957	479,792	136,429	394,962	24,662,031	44,667	24,706,698
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	1,078,650	551,405	86,077	240,589	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	3,820	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	19,702	33,276
Client treatment services	26,025	36,562	2,087	219,471	2,785,165	1,225,843	-	-	-	16,655	4,311,808	892	4,312,700
Client therapies	22,512	1,771	98,001	3,580	143,976	22,037	-	10,170	-	-	303,367	-	303,367
Professional fees and consultants	38,004	92,794	172,282	2,867	22,259	15,748	1,104	51,174	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	66,390	19,156	4,016	8,341	5,098	736	2,656	2,197	1,391	115,160	21,348	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	11,882	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	30,508	25,160	2,524	3,802	3,400	189	812	3,589	2,468	81,547	25,989	107,536
Building/household	3,996	17,809	6,259	783	4,860	3,028	59	272	1,184	38,841	135,698	4,062	142,903
Client consumables	2,530	41,116	17,544	10,127	22,610	40,206	7	34	256	1,268	419,529	525	420,223
Medical	496	2,069	1,080	-	1,027	920	21	42	433	43	6,131	91	6,222
Equipment maintenance	14,643	42,930	33,964	628	2,186	1,804	966	734	6,712	1,687	106,254	10,583	116,837
Depreciation	31,215	127,139	58,139	8,084	28,294	26,273	462	925	9,481	3,871	293,883	23,909	317,792
Advertising	194	1,493	485	29	4,175	243	5	67	96	32	6,819	1,567	8,386
Printing	107	738	5,939	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	267	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	47,663	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	2,638	2,638	8,530	9,279	5,958	527	5,408	2,374	144,978	8,046	153,024
Membership dues	1,932	6,118	3,257	13	7,487	41	942	117	1,203	240	18,137	12,031	30,168
Interest	2,159	19,709	3,290	312	1,065	980	54	107	1,109	5,963	34,748	841	35,589
Other	66	31	179	2	11	-	2	4	40	56,543	56,878	(1,327)	55,551
Total expenses	1,867,441	6,500,521	3,407,197	607,518	5,447,371	3,940,153	96,718	299,098	592,081	441,924	23,219,912	1,399,452	24,619,364
Increase (decrease) in unrestricted net assets	\$ 382,314	\$ (248,380)	\$ 373,556	\$ (208,169)	\$ 999,319	\$ 381,060	\$ 104,239	\$ 180,694	\$ (455,652)	\$ (46,952)	\$ 1,442,119	\$ (1,354,785)	\$ 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 Statements of Cash Flows

Years Ended June 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Cash flows from operating activities		
Change in net assets	\$ 43,411	\$ 100,950
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	338,065	317,792
Change in allowance for doubtful accounts	24,699	88,238
Contribution revenue for capital purchases	-	(42,557)
Gain on sale of assets	-	(6,075)
Decrease (increase) in		
Restricted cash	(81,825)	(1,356)
Accounts receivable, trade	(290,580)	(920,181)
Grants receivable	(86,237)	(4,484)
Prepaid expenses	132,573	41,058
Increase (decrease) in		
Accounts payable, trade	229,633	180,033
Accrued expenses	299,525	147,228
Refundable advances	(34,594)	152,944
Due from the State	1,340,088	-
Loan fund	<u>222</u>	<u>276</u>
Net cash provided by operating activities	<u>1,914,980</u>	<u>53,866</u>
Cash flows from investing activities		
Acquisition of equipment	(260,050)	(180,004)
Proceeds from sale of equipment	<u>-</u>	<u>6,075</u>
Net cash used by investing activities	<u>(260,050)</u>	<u>(173,929)</u>
Cash flows from financing activities		
Principal payments on long-term borrowings	<u>(47,570)</u>	<u>(88,916)</u>
Net increase (decrease) in cash and cash equivalents	1,607,360	(208,979)
Cash and cash equivalents, beginning of year	<u>2,106,311</u>	<u>2,315,290</u>
Cash and cash equivalents, end of year	\$ <u>3,713,671</u>	\$ <u>2,106,311</u>
Supplemental disclosures		
Contribution of vehicles received under grant programs	\$ <u>-</u>	\$ <u>42,557</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.*

113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

55 Washington Street
Suite 540
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-1850

660 Central Avenue
Dover, NH 03820
(603) 516-9300
Fax: (603) 516-2731

50 Chestnut Street
Dover, NH 03820
(603) 516-9300
Fax: (603) 516-2739

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency



*Revised Jan/2002
Reaffirmed Sept. 2009*

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



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

**BOARD OF DIRECTORS
2013-2014 – April 7, 2014**

PRESIDENT
Christopher G. Roundy

VICE PRESIDENT
Kathleen Boisclair

TREASURER
Matthew Sylvia

SECRETARY
Anne Landry

Margaret Almeida

David Andre

Kristin Baber

Greg Betts

Judge Daniel Cappiello

Rev. Sue Frost

Wayne Goss

Bryant Hardwick

Kerri Larkin

John Lowy

Ken Muske

KEY ADMINISTRATIVE PERSONNEL - FY2015

Behavioral Health & DS of Strafford County dba COMMUNITY PARTNERS

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Collins, Brian	1.00	\$ 185,000.00	\$ 4,659.00	3%
Chief Financial Officer	Stocker, Kathleen	1.00	\$ 99,000.00	\$ 2,493.00	3%
Medical Director	Allister, RJ	1.00	\$ 231,171.00	\$ 12,938.00	6%
Chief Operations Officer	Kozak, Chris	1.00	\$ 80,000.00	\$ 4,477.00	6%

BRIAN J. COLLINS

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)

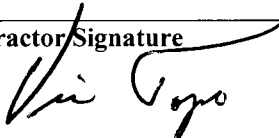
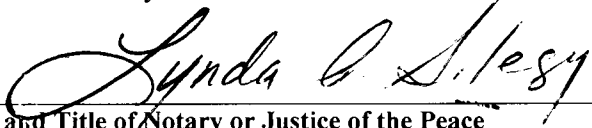
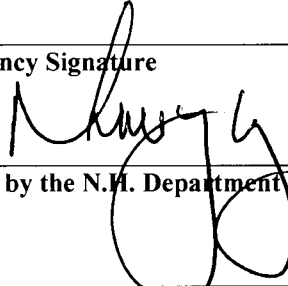
New Hampshire Rehabilitation Association (NHRA)

American Network of Community Options and Resources

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 06-30-2015	1.8 Price Limitation \$542,827
1.9 Contracting Officer for State Agency Sheri L. Rockburn, Director		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>6/22/14</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 LYNDA A. 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 Sheri L. Rockburn, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-3-14</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.

EXHIBIT A
SCOPE OF WORK
FY 2015

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, 2014, or date of Governor and Executive Council of the State of New Hampshire approval, whichever is later.

I. SERVICES

- A. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- B. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.

II. QUALITY IMPROVEMENT

- A. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- B. In order to 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 clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - a. The means to determine eligibility for all clients, beginning with initial eligibility or redetermination of eligibility, whichever comes first;
 - b. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - c. Submitted to the online web site designed for the State that will create client-level, regional, and statewide outcome reports.
 - 3. Re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every 90 days.
 - 4. The NH version of the CANS or the ANSA shall be employed to develop an individualized, person-centered treatment plan.

Contractor Initials: 

Date: 7/22/14

5. The obligation of the Contractor to utilize the NH version of the CANS and ANSA shall commence, in accordance with the implementation schedule developed by DHHS, upon the issuance by DHHS of the formal Acceptance letter to the vendor. Said Acceptance Letter shall be issued only upon a successful pilot and assurance that implementation can be done electronically.
- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2015 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage consumers to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2014 shall be 85% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to either return to services in the community or offer services at the local Contractor.
- 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 Contractor shall work with DHHS to review cases of consumers that (NHH), and/or the Contractor 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 Contractor shall make a face-to-face appointment available to a consumer leaving (NHH) who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.

V. COORDINATION WITH PRIMARY CARE PROVIDER

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

Contractor Initials: 

Date: 5/22/14

VI. TRANSITION OF CARE

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

VII. PAYMENT FOR SERVICES

- A. 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.
- B. 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.

VIII. COMMUNITY MENTAL HEALTH PROVIDER (CMHP) STATUS

The Contractor shall be required to meet the approval requirements of He-M 403.08 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

IX. MAINTENANCE OF FISCAL INTEGRITY

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

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 thirty (30) business days with no variance allowed, effective January 1, 2015.

2. Current Ratio:

- a. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- b. Formula: Total current assets divided by total current liabilities.
- c. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed, effective January 1, 2015.

Contractor Initials:

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3. **Medicaid Days in Accounts Receivable:**

- a. **Rationale:** Medicaid is the primary payor for most community mental health providers. 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 DHHS 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. Commencing January 1, 2015, in the event that the Contractor does not meet either:

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

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor is unable to meet the standards. In addition, DHHS may require the Contractor to submit a corrective action plan with periodic updates on a schedule that is mutually agreeable to the parties.

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

Contractor Initials: 

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X. REPORTING REQUIREMENTS

- A.** On a quarterly basis, the Contractor shall provide to DHHS the following:
- 1.** For BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 2.** For Non-BBH Eligible Clients: For clients with insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- B.** BBH eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- C.** A Department approved template will be provided. (See Exhibit B – 1 Reporting Template). The first report will be for the quarter ending 09-30-14 and shall be due within thirty (30) days after the respective quarter end.

XI. REDUCTION OR SUSPENSION OF FUNDING

- A.** In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- B.** In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS 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 DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
- 1.** All new applicants for services will receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 - 2.** The Contractor shall continue to provide emergency services to all consumers;
 - 3.** The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 - 4.** The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- A.** Except in situations covered by Paragraph XI., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) days written notice with an explanation of the programmatic and financial impact.

Contractor Initials: 

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- B. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- C. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) 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.
- D. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

XIII. DATA REPORTING

- A. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal reporting requirements within timeframes reasonably specified by DHHS.
- B. 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 fifteenth (15th) of each month unless otherwise agreed to by DHHS;
 - 2. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS;
 - 3. Data shall be current and updated as required for federal reporting; and
 - 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; and
 - f. School attendance data.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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

XV. EMERGENCY SERVICES

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

Contractor Initials: 

Date: 5/22/11

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS [ACT] INFRASTRUCTURE

- A. By October 1, 2014, the Contractor shall develop and implement ACT teams that are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, ACT teams shall deliver comprehensive, individualized, and flexible services, supports, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for ACT teams serve no more than ten (10) to twelve (12) individuals per ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- B. The Contractor shall notify DHHS when not in compliance with the requirements specified in XVI., A, above. Such notification shall be included with the invoices submitted for payment of ACT Team funds as described in Exhibit B., Section H.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 16.1 percent by June 1, 2015. The penetration rate is determined by dividing the number of adults with SMI receiving EBSE by the number of adults with SMI being served by the Contractor.
- C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2014.

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

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

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

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

XX. DATA INFRASTRUCTURE GRANT (DIG)

- A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- B. The Contractor shall seek approval from DHHS before planning to use or committing any DIG or federal data infrastructure funds.

Contractor Initials:

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- C. Activities that may be funded:
1. Costs Associated with Phoenix Database:
 - a. Contractors performing rewrites to database and/or submittal routines;
 - b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - c. Software and/or training purchased to improve Phoenix data collection; or
 - d. Staff training for collecting new data elements.
 2. Other activities as requested, documented, and approved.
- D. Other conditions for payment:
1. Progress Reports received by DHHS according to prior agreement with Contractor shall:
 - a. Outline activities related to Phoenix database;
 - b. Include any costs for software, scheduled staff trainings; and
 - c. Include progress to meet anticipated deadlines as specified.
 2. Payments:
 - a. Payments, according to need, will be made upon receipt of progress reports from Contractor's IT department;
 - b. Final payment will be issued upon successful submission of complete Phoenix data; and
 - c. Contractor may request other payment schedule based on documented need.

XXI. MEDICAID INCENTIVES FOR PREVENTION OF CHRONIC DISEASE (MIPCD)

- A. The Contractor is a project site in a five (5) year grant awarded to the NH Department of Health and Human Services by the Centers for Medicare and Medicaid Services (CMS) to evaluate the NH Medicaid Wellness Incentive Program (MIPCD) "*Healthy Choices, Healthy Changes*" (HCHC) and "*Breath Well, Live Well*" (BWLW).
- B. *Healthy Choices, Healthy Changes* is a demonstration to measure health outcomes associated with beneficiary incentives in the form of health and fitness club memberships, weight watcher memberships and fitness coaching accompanied by randomization into a cash rewards incentive for participation. *Breath Well, Live Well* is a demonstration on the outcomes associated with tobacco education and tobacco cessation, including a cash rewards incentive. Both programs are targeted to Medicaid recipients eligible to receive community mental services.
- C. MIPCD 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. MIPCD 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.
- D. MIPCD will offer a program for regular smokers who agree to learn more about the dangers of smoking (the Electronic Decision Support System: EDSS).
- E. MIPCD 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.

Contractor Initials: 

Date: 5/22/14

- F. Incentives Counselors (ICs) will be employed by Dartmouth to:
1. Promote access to the MIPCD program;
 2. Help participants make decisions about health behavior changes; and
 3. Encourage the use of incentives.
- G. The Contractor will establish an In SHAPE program, necessary for offering HCHC. 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 MIPCD program at the Contractor's location.
- H. The Contractor will provide space in the offices of the Contractor that the Incentives Counselor may use to conduct work, including a place to store a locked cash box.
- I. The Contractor will devise and implement a plan to provide transportation assistance to MIPCD participants, as specified and funded in the grant.
- J. The Contractor will also identify a project site MIPCD Leader who will work with members of the MIPCD implementation and evaluation teams at DHHS and Dartmouth to ensure that the project is progressing, as required by the grant.
- K. The Contractor will partner with MIPCD project members at DHHS and the Dartmouth Center for Aging Research with a goal to recruit and enroll a total of:
1. 160 Contractor's clients eligible for Medicaid in the weight management programs statewide; and
 2. 200 Contractor's clients eligible for Medicaid in the smoking education and cessation programs statewide.
- L. The Contractor will provide the information needed for required reporting to CMS, as requested by MIPCD project members at DHHS and the Dartmouth Center for Aging Research.

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

- A. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- B. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.

Contractor Initials: 

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- C. 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.
- D. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Office of Homeless Housing and Transportation Services.
- E. The Contractor shall comply with all reporting requirements under the PATH Grant.
- F. 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.
- G. 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.

FY15 Region 10 CMHC Exhibit A

Contractor Initials: 

Date: 3/22/14

EXHIBIT B
METHODS OF PAYMENT
FY 2015

- A. 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 Department of Health and Human Services (DHHS) 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, DHHS may reduce State funds allocated under this Agreement as necessary for DHHS to meet its obligations reflected in the final FY14-15 budget appropriation for DHHS by the New Hampshire General Court.
- B. All reports required pursuant to this Agreement are due to DHHS within timeframes specified by DHHS. DHHS 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 DHHS's satisfaction, unless a waiver has been granted. DHHS 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.
- C. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- D. Any expenditure that exceeds the approved budgets shall be solely the financial responsibility of the Contractor.
- E. 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

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

Program To Be Funded	Amount	Payment Method
Emergency Services	\$121,846	12 equal payments
Adult ACT Team Infrastructure	225,000	Monthly invoices
Div. for Children Youth and Families (DCYF) Consultation	1,770	Invoiced by CMHC
Medicaid Incentive for the Prevention of Chronic Disease	159,711	Monthly invoices
Data Infrastructure (DIG)	5,000	Invoiced by CMHC
Homeless and Housing Federal Grant (PATH)	29,500	12 equal payments
Total	\$542,827	

Contractor Initials: 

Date: 5/22/14

G. EMERGENCY SERVICES

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

H. ADULT ACT TEAM INFRASTRUCTURE

Upon approval of the contract by Governor and Council, DHHS will issue the Contractor an upfront 3-month payment. After three months from the start date of the contract, the Contractor shall draw down the additional funds by submitting monthly invoices to DHHS for maintenance of the Adult ACT Team. Invoices shall indicate the level of compliance with the standards set forth in Exhibit A., XVI., A. DHHS reserves the right to withhold and/or deduct payment for any period during which the standards have not been met.

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

The Contractor shall draw down these funds by submitting invoices to DHHS for providing 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.

J. DATA INFRASTRUCTURE FUNDS (DIG)

The Contractor shall draw down these funds by submitting invoices to DHHS.

K. MEDICAID INCENTIVE FOR THE PREVENTION OF CHRONIC DISEASE (MIPCD)

The Contractor shall draw down these funds by submitting monthly invoices to DHHS.

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

The Contractor shall draw down these funds, in twelve (12) equal monthly payments by submitting monthly invoices to DHHS.

M. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

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: \$348,616

Federal Grant Funds: \$194,211

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

Amount: \$ 5,000

CFDA #: 93.536

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

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

Amount: \$159,711

FY15 Exhibit B Region 10

List of State accounts numbers as referenced in Block 1.6 of the General Provisions form P-37: 05-95-92-920010-5945
05-95-92-920010-7851 05-95-92-920010-2087
05-95-42-421010-2958 05-95-42-423010-7926

Contractor Initials: 

Date: 3/22/14

Exhibit B - 1 **Reporting Template**

BBH-Eligible Clients Only

	Emergency Services	Medicaid Non-Medicaid	Emergency Services	Non-Emergency Services	No Insurance	Emergency Services	Non-Emergency Services	Medicaid Only
Number of Clients Served								
Total Cost Incurred by the CMHC Less Cost Received								
Net Cost to the CMHC								

NON BBH-Eligible Clients Only

	Emergency Services	Medicaid Non-Medicaid	Emergency Services	Non-Emergency Services	No Insurance	Emergency Services	Non-Emergency Services	Medicaid Only
Number of Clients Served								
Total Cost Incurred by the CMHC Less Cost Received								
Net Cost to the CMHC								

Notes:

Based on clients with at least 1 service during the reporting period
Eligibility (BBH-Eligible or Not Eligible) is last eligibility reported
Payer is last payer reported

Contractor Initials: 
Date: 5/22/14

EXHIBIT C
SPECIAL PROVISIONS
FY2015

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 Department of Health and Human Services (DHHS) upon request.

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

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

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

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

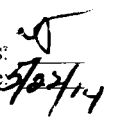
D. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding “Event of Default, Remedies” with the following:

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

8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;

8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;

Contractor Initials:

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- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model by January 1, 2015, in accordance with Exhibit A., XVII., D.

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.

Contractor Initials: 
Date: 5/22/14

- 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.** Require the Contractor to pay to the State, as liquidated damages, the sum of \$100 per day for each day after January 1, 2015 that the Contractor fails to provide Evidence-Based Supported Employment in fidelity to the Dartmouth model. 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 meet the standard. 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.
- 8.2.8.** 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 Subparagraph 8.1.13. or 8.1.14. 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:
- 8.2.8.1.** Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
- 8.2.8.2.** Conduct a financial audit of the Contractor; and/or
- 8.2.8.3.** 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 DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.

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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. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.
- 9.5.** The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.
- 9.5.1.** 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 in accordance with Exhibit A., IX., A.
- 9.5.1.1.** The monthly Balance Sheet and Profit & Loss Statements, 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 Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State’s satisfaction.
- 9.5.1.3.** The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.4.** On or before November 1, 2014, the Contractor shall deliver to DHHS, 105 Pleasant Street, Concord NH 03301, an independent audit of the Contractor for fiscal year 2014, including the funds received under the fiscal year 2014 Agreement.
- 9.5.1.5.** 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 DHHS.
- 9.5.3.** For required federal reports, the Contractor shall:

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- 9.5.3.1.** Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
- 9.5.3.2.** Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
- 9.5.3.3.** Submit to DHHS all reasonable additional reports and data files as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.
- 9.5.3.4.** The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the 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 DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.2.** In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its' obligations hereunder.
- 10.3.** The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.

**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 DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contractor assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

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- 12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.

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 DHHS 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

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14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.

14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.

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

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

22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.

22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:

22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;

22.6.2. The consideration, if any, to be paid;

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- 22.6.3.** The use to which the transferred property is to be put by the transferee;
- 22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
- 22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7.** DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9.** In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10.** Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12.** The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved Sub-Contractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.
- 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.

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: 7/1/2014 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Vic Topo, President/CEO

(Name & Title of Authorized Contractor Representative)

(Contractor Representative Signature)

(Date)

Contractor Initials: 

Date: 5/22/14

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):

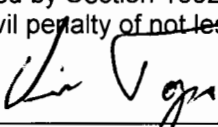
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: 07-01-14 through 06-30-15

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)

(Date)

May 22, 2014

Contractor Initials: 

Date: 5/22/14

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: VS

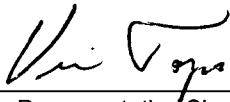
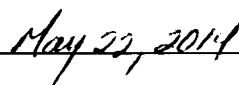
Date: 5/22/14

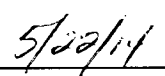
LOWER TIER COVERED TRANSACTIONS

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.

	Vic Topo, President/CEO
_____ (Contractor Representative Signature)	_____ (Authorized Contractor Representative Name & Title)
CLM Center for Life Management	
_____ (Contractor Name)	_____ (Date)

Contractor Initials:  _____
Date:  _____

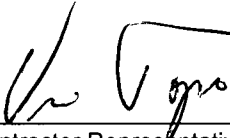
NH Department of Health and Human Services

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) Vic Topo, President/CEO
(Authorized Contractor Representative Name & Title)

CLM Center for Life Management

(Contractor Name) May 22, 2014
(Date)

NH Department of Health and Human Services

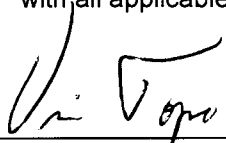
STANDARD EXHIBIT H

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) Vic Topo, President/CEO
(Authorized Contractor Representative Name & Title)

CLM Center for Life Management May 22, 2014

(Contractor Name) (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

CLM Center for Life Management

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Sheri Rockburn

Name of Authorized Representative

Vic Topo

Name of Authorized Representative

Director

Title of Authorized Representative

President/CEO

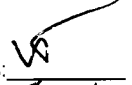
Title of Authorized Representative

Date

5/28/14

Date

May 22, 2014

Contractor Initials: 

Date: 5/22/14

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.

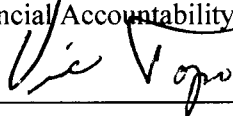
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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

May 22, 2014

(Contractor Name)

(Date)

Contractor initials: 
Date: 5/22/14
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: 085573541

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

X NO

_____ YES

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

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

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

_____ NO

_____ YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Contractor initials: ✓

Date: 5/22/14

Page # 16 of Page # 16

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 2nd day of April, A.D. 2014

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

William M. Gardner
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 2nd day of April A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Wayne White, do hereby certify that:

1. I am the duly elected Clerk of The Mental Health Center for Southern New Hampshire
DBA CLM Center for Life Management
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 22, 2014.

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 5/22/14.

4. Vic Topo is duly elected Presient 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 22 day of May, 2014

by Wayne White.

Lynda Silegy

Name: Lynda Silegy

Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

Commission Expires: _____

LYNDAA. SILEGY
Notary Public - New Hampshire
My Commission Expires August 19, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2013

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: Sharon Lambert
	PHONE (A/C, No. Ext): 978 3227264 FAX (A/C, No): (978) 454-1865
	E-MAIL ADDRESS: slambert@fredchurch.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: ACE, USA
	INSURER B: Ace American Insurance Company
	INSURER C: New Hampshire Employers Insurance Company
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 27308

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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			SVRD37797649	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000				
	☐ 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 ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY			CALH08613059	10/1/2013	10/1/2014	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) \$				
B	☒ UMBRELLA LIAB ☒ OCCUR			XOOG25499220005	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 3,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE		AGGREGATE \$ 3,000,000				
	☐ DED ☒ RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			40000840	10/1/2013	10/1/2014	☒ WC STATU-TORY 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		E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				
B	Professional Liability			CRLG25499268005	10/1/2013	10/1/2014	\$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. Laturnau

Client # 799

Mst # 27308

Cert Holder # 1317

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ACORD 25 (2010/05)

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McLuskey Health & Company
1000 Main Street
Andover, MA 01810

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

Report on the Financial Statements

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 and Affiliates as of June 30, 2013, and the related consolidated Statement of Activities, Statement of Functional Expenses, and Statement of Cash Flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Mental Health Center For Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates as of June 30, 2013, 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.

Other Matters

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated October 1, 2013, on our consideration of The Mental Health Center For Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on 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* in considering The Mental Health Center For Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates' internal control over financial reporting and compliance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 15 - 21 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Melanson, Heath + Company P.C.

Nashua, New Hampshire
October 1, 2013

THE MENTAL HEALTH CENTER FOR
SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statement of Financial Position
June 30, 2013
(With Comparative Totals as of June 30, 2012)

ASSETS

	<u>2013</u>	<u>2012</u>
Current Assets:		
Cash and cash equivalents	\$ 429,199	\$ 511,446
Restricted cash	124,439	88,870
Accounts receivable, net	907,893	842,498
Other receivables	141,960	173,951
Prepaid expenses	<u>62,886</u>	<u>54,331</u>
Total Current Assets	1,666,377	1,671,096
Property and equipment, net	4,416,653	4,585,907
Finance costs, net	<u>362,964</u>	<u>380,611</u>
Total Assets	<u>\$ 6,445,994</u>	<u>\$ 6,637,614</u>

LIABILITIES AND NET ASSETS

	<u>2013</u>	<u>2012</u>
Current Liabilities:		
Accounts payable	\$ 76,018	\$ 98,307
Accrued payroll and related taxes payable	153,878	143,747
Accrued vacation	274,697	269,011
Accrued interest	49,000	48,440
Accrued expenses	39,532	28,084
Deferred revenue	-	12,000
Line of credit	-	200,000
Current portion of long-term debt	<u>108,809</u>	<u>107,449</u>
Total Current Liabilities	701,934	907,038
Non-Current Liabilities:		
Long-term debt, net of current portion	<u>3,368,380</u>	<u>3,442,070</u>
Total Liabilities	4,070,314	4,349,108
Net Assets - unrestricted	<u>2,375,680</u>	<u>2,288,506</u>
Total Liabilities and Net Assets	<u>\$ 6,445,994</u>	<u>\$ 6,637,614</u>

The accompanying notes are an integral part of these financial statements.

THE MENTAL HEALTH CENTER FOR
SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statement of Activities
For the Year Ended June 30, 2013
(With Comparative Totals for the Year Ended June 30, 2012)

	<u>2013</u>	<u>2012</u>
<u>Public Support and Revenues:</u>		
Public Support:		
Federal	\$ 970,014	\$ 872,657
State of New Hampshire - BBH	222,955	84,607
State and local funding	47,400	47,400
Other public support	38,322	43,499
Total Public Support	<u>1,278,691</u>	<u>1,048,163</u>
Revenues:		
Program service fees, net	9,964,952	9,673,849
Other service income	365,753	335,457
Rental income	83,794	80,271
Other	19,140	60,794
Total Revenues	<u>10,433,639</u>	<u>10,150,371</u>
Total Public Support and Revenues	11,712,330	11,198,534
<u>Expenses:</u>		
BBH funded program services:		
Children	3,182,135	2,964,715
Elders	287,693	255,875
Vocational	285,723	298,887
Beaver Lake Lodge	828,851	792,337
Multi-Service	1,458,738	1,390,733
Acute Care	662,924	622,662
Independent Living	1,746,387	1,622,516
Assertive Community Treatment	409,008	433,134
Non-Specialized Outpatient	1,338,833	1,389,331
Non-BBH funded program services	<u>535,639</u>	<u>275,263</u>
Total Program Expenses	10,735,931	10,045,453
Administrative Expenses	<u>889,225</u>	<u>898,004</u>
Total Expenses	<u>11,625,156</u>	<u>10,943,457</u>
Change in net assets	87,174	255,077
Net assets at beginning of year, as restated	<u>2,288,506</u>	<u>2,033,429</u>
Net assets at end of year	<u>\$ 2,375,680</u>	<u>\$ 2,288,506</u>

The accompanying notes are an integral part of these financial statements.

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

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2013

(With Comparative Totals for the Year Ended June 30, 2012)

	2013			2012		
	Program Services	Admin- istrative	Total	Program Services	Admin- istrative	Total
Personnel Costs:						
Salary and wages	\$ 6,748,947	\$ 575,861	\$ 7,324,808	\$ 6,341,624	\$ 572,888	\$ 6,914,512
Employee benefits	1,245,700	81,380	1,327,080	1,107,981	87,230	1,195,211
Payroll taxes	484,773	43,799	528,572	440,098	49,368	489,466
Accounting/audit fees	49,088	5,994	55,082	47,313	4,040	51,353
Advertising	6,273	855	7,128	8,271	415	8,686
Conferences, conventions, and meetings	12,327	10,736	23,063	18,113	9,776	27,889
Depreciation/amortization	209,083	16,607	225,690	234,364	17,474	251,838
Equipment maintenance	17,532	1,152	18,684	17,411	1,125	18,536
Equipment rental	21,561	2,826	24,387	32,907	2,891	35,798
Insurance	72,224	6,602	78,826	60,763	6,183	66,946
Interest expense	117,323	19,424	136,747	119,280	13,244	132,524
Legal fees	26,383	2,711	29,094	57,794	4,889	62,683
Membership dues	45,927	4,048	49,975	28,905	2,595	31,500
Occupancy expenses	727,627	22,392	750,019	726,416	22,525	748,941
Office expenses	154,375	28,779	183,154	167,837	28,261	196,098
Other expenses	24,308	6,379	30,687	24,829	5,381	30,210
Other professional fees	410,638	50,854	461,492	316,782	59,166	375,948
Program supplies	173,515	7,339	180,854	120,845	8,606	129,451
Travel	188,327	1,487	189,814	173,920	1,947	175,867
	10,735,931	889,225	11,625,156	10,045,453	898,004	10,943,457
Administrative Allocation	889,225	(889,225)	-	898,004	(898,004)	-
Total Expenses	\$ 11,625,156	\$ -	\$ 11,625,156	\$ 10,943,457	\$ -	\$ 10,943,457

The accompanying notes are an integral part of these 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 Year Ended June 30, 2013
(With Comparative Totals for the Year Ended June 30, 2012)

	<u>2013</u>	<u>2012</u>
Cash Flows from Operating Activities:		
Change in net assets	\$ 87,174	\$ 255,077
Adjustments to reconcile net income to net cash provided by operations:		
Depreciation and amortization	225,690	251,838
Gain on sale/disposal of assets	-	(35,650)
(Increase) decrease in:		
Restricted cash	(35,569)	(8,600)
Accounts receivable	(65,395)	(20,386)
Other receivables	31,991	(83,672)
Prepaid expenses	(8,555)	(1,387)
Increase (decrease) in:		
Accounts payable and accrued liabilities	5,536	(56,042)
Deferred revenue	<u>(12,000)</u>	<u>12,000</u>
Net Cash Provided by Operating Activities	228,872	313,178
Cash Flows from Investing Activities:		
Proceeds from sale of property	-	200,000
Purchases of property and equipment	(38,789)	(47,684)
Closing costs	<u>-</u>	<u>(24,700)</u>
Net Cash Provided by (Used in) Investing Activities	(38,789)	127,616
Cash Flows from Financing Activities:		
Net borrowings (payments) on line of credit	(200,000)	200,000
Principal payments on long-term debt	<u>(72,330)</u>	<u>(341,668)</u>
Net Cash Used in Financing Activities	<u>(272,330)</u>	<u>(141,668)</u>
Net Increase (Decrease) in Cash	(82,247)	299,126
Cash, Beginning of Year	<u>511,446</u>	<u>212,320</u>
Cash, End of Year	<u>\$ 429,199</u>	<u>\$ 511,446</u>
Supplemental disclosures		
Interest paid	\$ <u>125,299</u>	\$ <u>153,086</u>
Non-cash financing	<u>\$ -</u>	<u>\$ 100,000</u>

The accompanying notes are an integral part of these financial statements.



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.



**BOARD OF DIRECTORS
FY2014**

July 1, 2012 to June 30, 2015

CHAIRPERSON
Elizabeth Roth

VICE CHAIRPERSON
Ron Lague

SECRETARY
Wayne D. White

Philip Plante

Jeffrey Rind, MD

Gail Corcoran

Vic Topo

Judi Ryan

July 1, 2011 to June 30, 2014

Susan Davis

Laura Nelson

July 1, 2013 to June 30, 2016

Vernon Thomas

KEY ADMINISTRATIVE PERSONNEL - FY2015

CLM CENTER FOR LIFE MANAGEMENT

Postion	Name	FTEs	Salary	Salary contributed from BBH	% of Salary from BBH
Executive Director	Vic Topo	1.00	\$ 135,661.00	\$ 5,412.43	4%
Chief Financial Officer	Michael J. Bergeron	1.00	\$ 109,701.00	\$ 4,376.71	4%
Medical Director	Isabel Norian	1.00	\$ 185,000.00	\$ 7,380.90	4%
Chief Operations Officer	Lisa Madden	1.00	\$ 108,478.00	\$ 4,327.92	4%

VICTOR TOPO

President/Chief Executive Officer

Successful 28-year career as clinician, manager and CEO in community mental health organizations located in Ohio and New Hampshire. Proven ability to lead board and staff with a persistent focus on mission and achieving results. Talent for exploring new and innovative approaches to delivering traditional and non-traditional behavioral health care. Possess wide range of knowledge and experience with all service populations, especially vulnerable persons at high risk. Strengths include:

- Operations
- Reorganization and Reinvention
- Team building and leadership
- Strategic planning
- Board Collaboration
- Joint ventures and strategic partnerships
- Strong relationship with funders
- Community building

Professional Experience

Center for Life Management – Derry, NH

1999 – Present

President/Chief Executive Officer

Recruited to manage 501(c) 3 comprehensive community mental health center and its title holding 501(c) 2 corporation, entitled West Rock Endowment Association. Began with revenues of 6.5 million and increased to 9 million. Restructured senior management increasing direct reports from three to six.

Key results:

- Established closer connection with surrounding community utilizing aggressive public relations strategy while also rebranding CLM in 2004.
- Guided Board of Directors towards more accountability including higher expectation from management and individual board members.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer
- Increased year after year number of persons served starting with 3,400 to nearly 6,000.
- Created and implemented strategy to integrate mental health care with physician healthcare. Integrated behavioral health services into 2 Primary Care/Pediatric Practices and one Specialty (GYN) Practice in Southern New Hampshire.
- Consolidated outpatient offices toward design and construction of new state of the art 26,000 square foot facility. Received national awards for design and use of new facility.
- Provided leadership and vision to oversee the development of a Electronic Health Record (EHR) called webAISCE. Software now includes e-prescribing and has begun acquiring Meaningful Use dollars.
- Adopted Transcranial Magnetic Stimulation (TMS) as newest neurotech treatment for Major Depressive Disorder. First free standing community mental health center in the U.S. to offer it.

Pathways, Inc. – Mentor, OH

1988 - 1999

Chief Executive Officer/Executive Director

Started with managing a small single purpose case management agency with revenues of \$486,000 and over 11 years grew revenues to 4 million by expanding services to chronically mentally ill consumers. Created senior management team and strengthened Board of Directors utilizing shared vision approach.

Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).
- Assumed leadership role in transitioning 32 long-term patients back to our community.
- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from \$38,000 in 1989 to \$431,210 in 1997.

Community Counseling Center – Ashtabula, OH

1983-1988

Case Management Supervisor/Case Manager

Provided direct services and supervision for services to severely mentally disabled persons in the community. Partnered with local private hospital as well as state hospital.

Key results:

- Transitioned consumers back into supervised and independent living.
- Recruited, trained and managed staff of five case managers.
- Designed and implemented agency's first case management program.

Education

Master of Social Work (MSW)

West Virginia University
Morgantown, WV

Bachelor of Arts (BA)

Siena College
Londonville, NY

Associate of Applied Science (AAS)

Fulton-Montgomery Community College
Johnstown, NY

Board/Leadership Positions

Heritage United Way – Board of Directors

Mental Health Commission – Co-Chair

Consumers and Families Work Group

Statewide Evidenced Based Practice Committee – Co-Chair

Greater Salem Chamber of Commerce – Board of Directors

Greater Derry/Londonderry Chamber of Commerce – Board of Directors

Greater Derry/Salem Regional Transportation Council (RTC) - Chairman, Board of Directors, Derry, NH

Greater Salem Leadership Program – Graduate, Class of 2001