

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
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20A max

August 28, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into agreements with the vendors listed in the table below to provide evidence-based prevention services for children up to age 18 who are exposed to adverse childhood experiences as a result of opioid misuse in an amount not to exceed \$600,000, effective upon Governor and Executive Council approval, though September 29, 2020. 100% Federal Funds.

Vendor Name	Vendor Number	Location	Contract Amount
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	\$300,000
Greater Nashua Mental Health	154112-B001	Nashua	\$300,000
<b>Total:</b>			<b>\$600,000</b>

Funds are anticipated to be available in the following account for State Fiscal Years 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIVISION, STATE OPIOID RESPONSE GRANT

See Attached Fiscal Details

**EXPLANATION**

The purpose of this request is to provide evidence-based prevention services to children exposed to adverse childhood experiences as a result of opioid misuse through Community-Based Adverse Childhood Experiences Crisis Team projects.

Approximately 70 individuals will be served from September 2019 through September 2020.

The Contractors will implement teams that include safety professionals who can mobilize in cases of an overdose where children are present. Teams will be implemented within three (3) to six (6) months of the effective date of the contracts with the ability to respond to crisis twenty (24) hours per day, seven (7) days per week.

The Contractors will develop and implement Community-Based Adverse Childhood Experiences Crisis Teams that will be mobilized in cases of an overdose where children are present. Members of the teams include police officers, crisis services advocates and community health workers.

The Contractors will meet individuals in their homes and in other natural environments and community settings to assist with the crisis as it arises to complete screenings, crisis interventions and referrals for services and supports. The teams will work to stabilize individuals as quickly as practicable continue to provide services for up to seven (7) days following the onset of the crisis.

New Hampshire's State Opioid Response Grant projects use evidence-based methods to expand treatment, recovery and prevention services to individuals with Opioid Use Disorder in New Hampshire. In 2017, New Hampshire had 488 opioid-related deaths, 2,774 emergency Naloxone (Narcan) administrations, and 6,684 emergency department opioid related visits. New Hampshire is ranked as having the third highest overdose rate in the country at 39 individuals per 100,000 population.

The scope of services in these contracts was developed, in part, through a public comment forum that identified gaps in the prevention system aimed at addressing increased exposure to Adverse Childhood Experiences in children as a result of the state's opioid crisis.

As referenced in the Exhibit C-1 of these agreements, the parties have the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of the Contractors and the delivery of services required under these agreements using the following performance measures:

- Monthly statistical reports as outlined in Exhibit A of the Contract;
- Satisfaction surveys to service providers with a minimum target of 95% satisfaction with services provided clients.

These two (2) vendors were selected for this project through a competitive bid process. A Request for Proposal was posted on the Department of Health and Human Services website from April 4, 2019 through April 30, 2019. The Department received three (3) proposals. The proposals were reviewed and scored by a team of individuals with program-specific knowledge. The Score Summary is attached.

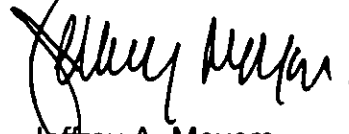
Should the Governor and Executive Council not authorize this request, children within the community who are present during an overdose crisis along with individuals battling an opioid misuse issue may not have access to professional services, support and advocacy. Without these services, the State may not have the necessary tools in order to further combat the epidemic in New Hampshire.

Area served: Greater Manchester Community, Nashua and Hudson.

Source of Funds: 100% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant. CFDA #93.788, FAIN #H79T1081685 and FAIN # T1080246.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner

## FINANCIAL DETAIL

Community-Based Adverse Childhood Experiences Crisis Team Project  
RFP-2019-BDAS-13-COMMU

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES; DEPT OF HEALTH AND HUMAN SVS, HHS:  
BEHAVIORAL HEALTH DIVISION, STATE OPIOID RESPONSE GRANT  
100% Federal Funds

### Greater Nashua Mental Health

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contract for Prog Svcs	92057040	\$ 230,566.38
SFY 2021	102-500731	Contract for Prog Svcs	92057040	\$ 69,433.62
			<i>Sub-Total</i>	<i>\$ 300,000.00</i>

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2020	102-500731	Contract for Prog Svcs	92057040	\$ 250,000.00
SFY 2021	102-500731	Contract for Prog Svcs	92057040	\$ 50,000.00
			<i>Sub-Total</i>	<i>\$ 300,000.00</i>

**Grand Total \$ 600,000.00**



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

Experiences Crisis Team Project

RFP-2019-BDAS-13-COMMU

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. The Mental Health Center of Greater Manchester
2. Riverbend Community Mental Health, Inc.
3. Greater Nashua Mental Health

Maximum Points	Actual Points
470	353
470	350
470	432

1. Erica Ungarelli, Administrator IV-DBH
2. Jill Burke, Administrator II-BDAS
3. Laurie Heath, Business Administrator III-DBH
4. Melissa Girard, Business Administrator II-DBH
5. Amanda Spreeman, Program Specialist IV-DBH

Subject: Community-Based Adverse Childhood Experiences Crisis Team Project (RFP-2019-BDAS-13-COMMU)


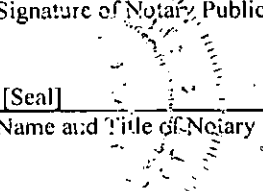

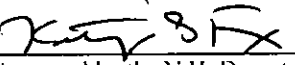
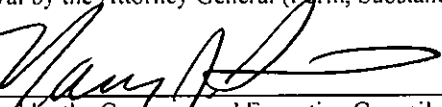
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center of Greater Manchester, Inc.		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 668-4111	1.6 Account Number 05-95-92-920510-70400000	1.7 Completion Date September 29, 2020	1.8 Price Limitation \$300,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory  William Rider, President/CEO	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i>  On <i>August 19, 2019</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace  [Seal]		<b>JOANNE C. DUCLOS, Notary Public</b> My Commission Expires August 8, 2023	
1.14 State Agency Signature  		1.15 Name and Title of State Agency Signatory  Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <i>9/3/2019</i>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

*WTR 8/19/19*

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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



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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials WJR  
Date 8/19/19



New Hampshire Department of Health and Human Services  
Community-Based Adverse Childhood Experiences Crisis Team Project

Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
- 1.4. The Contractor shall post its address, phone numbers, program contact information and, if appropriate, hours of operation and services offered on its Internet website.
- 1.5. The Contractor shall ensure services are available to children ages 0 to 18 years of age and their families directly affected by an opioid misuse event in their service areas of the Greater Manchester community, which includes:
  - 1.5.1. Auburn;
  - 1.5.2. Bedford;
  - 1.5.3. Candia;
  - 1.5.4. Goffstown;
  - 1.5.5. Hooksett;
  - 1.5.6. Londonderry;
  - 1.5.7. Manchester; and
  - 1.5.8. New Boston.

**2. Scope of Services**

- 2.1. The Contractor shall provide central triage and service beginning with the first call received from or regarding any person experiencing a crisis and seeking assistance within the greater Manchester community.
- 2.2. The Contractor's Crisis Team services shall be initially provided by a combination of Master's (MA) level youth-focused clinician's and Bachelor's (BA) level Family Community Support workers.
  - 2.2.1. Team staff will have access, 24 hours a day, seven days a week (24/7) to additional supports, for consultation regarding youth



New Hampshire Department of Health and Human Services  
Community-Based Adverse Childhood Experiences Crisis Team Project

Exhibit A

- mental health crises and the resolution of any issues or concerns that may arise, from:
- 2.2.1.1. Youth-focus Master's level clinicians;
  - 2.2.1.2. On-call psychiatrist or Advanced Practice Registered Nurse (APRN);
  - 2.2.1.3. Supervisory staff; and
  - 2.2.1.4. Administrator-on-call.
- 2.3. The Contractor's Crisis Team shall conduct assessment and assist where youth and Opioid Misuse events intersect, to ensure that risk for suicide is evaluated and communicated to project partners, including, but not limited to NH 2-1-1 and the Suicide Hotline.
- 2.4. The Contractor's Crisis Team shall provide 24/7 immediate and direct phone triage services for all persons requesting or requiring contact with the team.
- 2.5. The Contractor shall ensure efforts are coordinated with:
- 2.5.1. NH 2-1-1;
  - 2.5.2. Emergency Medical services;
  - 2.5.3. Local law enforcement; and
  - 2.5.4. Doorways.
- 2.6. The Contractor shall ensure the phone line is answered by a Master's level prepared clinician specifically trained and skilled in crisis triage.
- 2.6.1. Triage process questions shall include, but are not limited to:
    - 2.6.1.1. Name;
    - 2.6.1.2. Telephone number(s), whether cellular, home or other;
    - 2.6.1.3. Calling for self or someone else;
    - 2.6.1.4. Name of person in crisis, if different than caller;
    - 2.6.1.5. Whether or not youths 18 years old or younger are present;
    - 2.6.1.6. Location of evolving crisis;
    - 2.6.1.7. Telephone of person in crisis, if different from above;
    - 2.6.1.8. Nature of crisis/reason for calling;
    - 2.6.1.9. Address if different from location of current event;
    - 2.6.1.10. Age and date of birth;
    - 2.6.1.11. Safety level of caller or other person(s) involved in the crisis;
    - 2.6.1.12. Whether or not caller or other person(s) is experiencing Suicidal ideation or Homicidal Ideation (SI/HI);
    - 2.6.1.13. The relative safety of environment with regards to, weapons, potential violence whether domestic or other, drugs, or animals;
    - 2.6.1.14. If substance/opioid use is occurring in current environment;
    - 2.6.1.15. History of violence of person(s) in crisis or others present;
    - 2.6.1.16. Current psychiatric/co-occurring symptoms;
    - 2.6.1.17. Psychiatric/co-occurring history;
    - 2.6.1.18. Current health providers;

*WTH*  
*8/19/19*



New Hampshire Department of Health and Human Services  
Community-Based Adverse Childhood Experiences Crisis Team Project

Exhibit A

- 2.6.1.19. Emergency contact;
- 2.6.1.20. If possible, review of insurance information; and
- 2.6.1.21. Gender.
- 2.6.2. Response time shall be face-to-face within one hour of receiving the call for services for the youth in crisis
- 2.6.3. Crisis team triage clinicians shall reassure the person(s) calling of desire to help and invite them to describe their:
  - 2.6.3.1. Current circumstance;
  - 2.6.3.2. Concerns;
  - 2.6.3.3. How they believe or wish the clinicians might be able to help; and
  - 2.6.3.4. Whether or not youths 18 years or younger are present.
- 2.6.4. Crisis team master's level clinicians shall determine from caller input, the best level or type of response to de-escalate and stabilize the crisis event as quickly and safely as possible, which includes but is not limited to youth-focused community resources and supports.
  - 2.6.4.1. Assessment will be made to determine if the youth-focus supports could best be met in the appropriate environment of choice or in any other more suited or acceptable location.
- 2.7. The Contractor's Crisis Team staff member shall provide a follow-up within 24 hours to assess the identified young person's need for further services and partner coordination, including emergency medical services.
- 2.8. The Contractor's Crisis Team staff member shall offer to the caller the opportunity to meet at a mutually agreed upon site within the community.
  - 2.8.1. Site shall be a safe, appropriate, suitable and acceptable location;
  - 2.8.2. Calls to a known or unknown community neighborhood where the safety of the responding Crisis Team staff member is in question, shall be an instance to contact law enforcement to request their presence;
  - 2.8.3. Emergency medical services shall be summoned if necessary; and
  - 2.8.4. Coordination with the Division for Children, Youth and Families (DCYF) and Doorway shall occur to ensure services and supports meet the individual's need.
- 2.9. The Contractor's Crisis Team staff shall ensure the safety of any individual present 18 years or younger.
- 2.10. The Contractor's Crisis Team staff shall join dispatched professionals when or as requested by responding EMS or law enforcement at the site to assist as necessary for provision of youth-focused mental health crisis management services.

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- 2.11. The Contractor shall ensure their Mobile Crisis Response Team (MCRT) provides 24/7 emergency response anywhere in the community.
  - 2.11.1. Calls for MCRT service requests shall be accepted from the following which may include, but not be limited to:
    - 2.11.1.1. Local police; and
    - 2.11.1.2. Fire departments.
  - 2.11.2. Deployment for these services will be by the Contractor's Peer Recovery Coaches/Certified Recovery Support Workers and Master's Level (MA) prepared clinicians.
  - 2.11.3. Duplication of services shall be avoided through a centralized triaging of incoming calls and deployment requests, clarifying workflows and partner coordination, insuring that the correct team and services are deployed from a single point.
- 2.12. The Contractor's Adverse Childhood Experiences Crisis Team shall include:
  - 2.12.1. A Family Community Support Worker;
  - 2.12.2. A Master's Level Youth-Focused Clinician; and
  - 2.12.3. A Police Officer.
- 2.13. The Contractor shall ensure the connection of young individuals, following first contact, to all necessary resources immediately, which shall include, but not be limited to:
  - 2.13.1. Contractor's Child and Adolescent programming;
  - 2.13.2. Contractor's Care Transitions Team;
  - 2.13.3. Contractor's Intensive Treatment Team;
  - 2.13.4. A warm handoff to community youth serving partners; and
  - 2.13.5. Connect with the DCYF.
- 2.14. The Contractor's goal is to provide up to seven (7) days of services and supports following the onset of the crisis and continue to provide services and supports beyond the immediate crisis period as necessary.
- 2.15. The Contractor shall conduct annual Police and Fire trainings and recertification for evidence-based Crisis Intervention Training.
- 2.16. The Contractor's Emergency Services Department (ES) shall provide up to two (2) Primary ES clinicians to be stationed at the two (2) local hospital emergency rooms to evaluate incoming patients identified as requiring co-occurring consult.
- 2.17. The Contractor collaborates with local hospitals through weekly meetings to coordinate services for younger clients.
- 2.18. The Contractor shall collaborate with local area elementary schools in an effort to engage and consult with staff, including:
  - 2.18.1. Providing assessments and intakes in the schools;
  - 2.18.2. Providing access to mental health services; and
  - 2.18.3. Fostering a positive relationship with schools within the catchment area.

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- 2.19. The Contractor shall partner with community agencies to provide support to young people at no cost.
- 2.20. The Contractor shall conduct on-site evaluations and intakes at each of Manchester's four (4) middle schools.
  - 2.20.1. Licensed clinicians will be placed in these four (4) schools to conduct these services;
  - 2.20.2. Intakes shall be provided during out-of-school hours at youth serving organizations;
  - 2.20.3. Training will be provided for Youth Mental Health First Aid for the initiative's partner agencies
- 2.21. The Contractor shall collaborate with mental health providers for services.
- 2.22. The Contractor shall collaborate with area youth-serving organization which include, but are not limited to, support of the following initiatives:
  - 2.22.1. Project Launch;
  - 2.22.2. NEW Project Launch which serves 0-8 years old;
  - 2.22.3. Fast Forward; and
  - 2.22.4. MPAL's Juvenile Diversion Program.
- 2.23. The Contractor shall coordinate services with community stakeholders, which may include, but are not limited to:
  - 2.23.1. Schools;
  - 2.23.2. Child Care Agencies;
  - 2.23.3. Doorways;
  - 2.23.4. Law Enforcement;
  - 2.23.5. Other Mental Health, as necessary;
  - 2.23.6. DCYF;
  - 2.23.7. Victim Advocacy Program;
  - 2.23.8. Community Programs; and
  - 2.23.9. Family Resources Centers.
- 2.24. The Contractor shall ensure the safety of the Community-Based Adverse Childhood Experiences Crisis Team members being dispatched to evaluate the child(ren) by attempting to gather the following information by phone on ALL individuals present:
  - 2.24.1. Name;
  - 2.24.2. Age and Date of birth if known;
  - 2.24.3. Telephone number;
  - 2.24.4. Current location;
  - 2.24.5. Home address;
  - 2.24.6. Psychiatric or co-occurring history of those involved;
  - 2.24.7. Current situation;
  - 2.24.8. History of suicidality, self-harm, or violence towards others;
  - 2.24.9. Current suicidality or self-harm/violence towards others;



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- 2.24.10. Current and history of substance use, currently intoxicated;
  - 2.24.11. Amount of substance used;
  - 2.24.12. Current symptoms;
  - 2.24.13. Environmental safety, are there guns, drugs, others who are violent, or animals present;
  - 2.24.14. Health concerns;
  - 2.24.15. History of or current legal issues;
  - 2.24.16. Current health care or mental health providers; and
  - 2.24.17. Current medications.
- 2.25. The Contractor will determine the best course of action to be taken from information provided as identified in Section 2.24 above.
- 2.25.1. If high risk is determined, the Contractor will notify the local police department for joint outreach; and
  - 2.25.2. After hours' outreach shall be conducted jointly with the local police department as necessary.
- 2.26. The Contractor shall have a quick, seamless, responsive system that can expand as needed to meet the community's need for community-based adverse childhood experiences crisis response.
- 2.27. The Contractor shall provide coverage when there are multiple concurrent crises by partnering with the two (2) local hospitals in a Shared Emergency Services Response System, and scheduling resources to meet the community's fluctuating needs as follows.
- 2.27.1. Licensed Youth-Focused Master's Level Clinicians, including full-time and per diem staff, scheduled 24/7;
  - 2.27.2. Experienced Family, Community Support workers scheduled per diem 24/7 to be available at a moment's notice to join clinicians in mobile crisis response;
  - 2.27.3. Tertiary "back-up" staff who are skilled and versed in youth trauma-focused work and are employed in other roles within the agency during regular business hours and elect to do per diem work as needed for the Adverse Childhood Experiences Crisis Team off regular business work hours; and
  - 2.27.4. 24/7 access to additional support from on-call psychiatrist/APRN and team supervisory staff and Administrator-on-Call as needed for consultation and the resolution of any issues and/or concerns that may arise.
- 2.28. The Contractor shall ensure that all Community-Based Adverse Childhood Experiences Crisis Team members are appropriately trained/licensed to best support individuals 18 years or younger who have experienced opioid related trauma.



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- 2.28.1. Family Community Support workers will be deployed alongside a Master's Level Clinician and will also be trained in Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Child-Parent Psychotherapy (CPP), and Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC).
- 2.29. The Contractor's Community-Based Adverse Childhood Experiences Crisis Team will provide the following services:
- 2.29.1. Phone Triage:
- 2.29.1.1. The phone call will be the initial contact with a person in crisis;
  - 2.29.1.2. A Master's level clinician will answer incoming calls;
  - 2.29.1.3. This clinician will complete the initial risk assessment, inquire whether or not persons 18 years or younger are present, and make a determination as to what level of service will be provided to; and
  - 2.29.1.4. Telephone triage will be utilized for information and referral to the community, and to assist the caller by providing information to make informed decisions about accessing services related to the present behavioral health crisis.
- 2.29.2. Youth Phone Coaching:
- 2.29.2.1. Callers 18 years or younger will be provided with:
    - 2.29.2.1.1. Supportive listening;
    - 2.29.2.1.2. Assistance with distress tolerance;
    - 2.29.2.1.3. Active problem solving; and
    - 2.29.2.1.4. Supportive counseling.
  - 2.29.2.2. Phone coaching will give equal attention to the person's immediately available and potentially available assets.
    - 2.29.2.2.1. A strengths-based approach will help to affirm the person's role as an active partner in the resolution of the crisis by marshalling his or her capabilities.
      - 2.29.2.2.1.1. This strengths-based approach furthers the goals of building resilience and a capability for self-managing future crisis.
- 2.29.3. Family Community Support:
- 2.29.3.1. Family Community Support workers shall provide engaging and empathetic response to those children and adolescents involved in or privy to crises in the community.
    - 2.29.3.1.1. Interventions primarily focus on developing the social competence of youths through inclusion in normative community activities and programs.





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- 2.29.3.1.2. These workers shall enhance the competency of parents in the positive development of their children's emotional, behavioral, physical and mental health. Interventions based on individualized service plans;
- 2.29.3.1.3. The BA Level workers shall collaborate with the assigned Master's Level clinician and/or team with functional support service options, including therapeutic behavioral services, crisis intervention and family support.
- 2.29.4. Ages and Stage Questionnaire (ASQ-3):
  - 2.29.4.1. The Community-Based Adverse Childhood Experiences Crisis Team will provide ASQ-3 assessment to determine developmental progress in children between the ages of one month to 5 ½ year.
  - 2.29.4.2. The results of the screening will assist the Child & Adolescent program in service provision.
- 2.29.5. UCLA Child/Adolescent Post-Traumatic Stress Disorder (PTSD) Reaction Index:
  - 2.29.5.1. A semi-structured interview that assesses trauma history and the full range of diagnostic criteria among children and adolescents 12 years or older.
- 2.29.6. Lethality/Level of Care Assessment:
  - 2.29.6.1. A comprehensive face-to-face assessment shall be completed by a Master's level clinician that includes a direct interview of the young person in crisis.
    - 2.29.6.1.1. Crisis assessments may include:
      - 2.29.6.1.1.1. Presenting problems and a narrative of how and why the person is presenting at this time;
      - 2.29.6.1.1.2. Immediate safety concerns from the point of view of the person in crisis, including suicidal ideation;
      - 2.29.6.1.1.3. When relevant, referring parties and other collateral sources;
      - 2.29.6.1.1.4. Crisis precipitants internal and external supports;
      - 2.29.6.1.1.5. History of relevant past symptoms; treatments; medical and substance co-morbidities;
      - 2.29.6.1.1.6. Functional status;



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- 2.29.6.1.1.7. Current mental status exam with serial assessment over time; and
- 2.29.6.1.1.8. In response to immediate treatment interventions and creation of a disposition/crisis/recovery plan.
- 2.29.6.1.2. The clinician will use skills to ameliorate discomfort and affirm the client's crisis, and further identify and activate the person's own skills to manage the crisis;
  - 2.29.6.1.2.1. The assessment will determine the level of risk and results in a level of care plan to manage that risk;
  - 2.29.6.1.2.2. The assessment will inventory, encourage development of, and implement the person's own crisis management skills and instill and reinforce a sense of empowerment, respect, self-determination and partnership in his or her steps towards optimal resolution of the crisis.
- 2.29.7. Crisis Stabilization:
  - 2.29.7.1. The Adverse Childhood Experiences Crisis Team SHALL provide ongoing:
    - 2.29.7.1.1. Lethality assessment;
    - 2.29.7.1.2. Case management or connection to:
      - 2.29.7.1.2.1. Community based services;
      - 2.29.7.1.2.2. Therapeutic services; and
      - 2.29.7.1.2.3. Coordination with:
        - 2.29.7.1.2.3.1. Law Enforcement;
        - 2.29.7.1.2.3.2. Doorways; and
        - 2.29.7.1.2.3.3. DCYF.
  - 2.29.7.2. Assessment and therapeutic services shall be based on evidence-based approaches and best practices.
  - 2.29.7.3. These services shall be provided for up to seven (7) days and include two (2) face-to-face follow-ups.
- 2.29.8. Evidence Based Practices (EBP)
  - 2.29.8.1. Highly-trained clinicians familiar with a variety of EBP's, shall offer a wide range of responses to assist the person in managing the crisis effectively.
- 2.29.9. Case management:
  - 2.29.9.1. The Adverse Childhood Experiences Crisis Team will provide expedited referral and linkage to community-based services,

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- including intakes for Contractor's Children & Adolescent programs.
- 2.29.9.2. The Contractor shall partner with multiple organizations in a behaviorally integrated manner in support of youth behavioral health.
  - 2.29.9.3. The Contractor shall collaborate with youth serving organizations to ensure young people have adequate supports, which includes, but is not limited to:
    - 2.29.9.3.1. Area school, medical providers, law enforcement and state agency to ensure our young people have adequate supports.
  - 2.29.10. Law Enforcement, Emergency Medical, and DCYF:
    - 2.29.10.1. The Adverse Childhood Experiences Crisis Team will provide 24/7 coordination with the following community partners:
      - 2.29.10.1.1. Area police and fire departments;
      - 2.29.10.1.2. Emergency medical personnel; and
      - 2.29.10.1.3. DCYF.
    - 2.29.10.2. Coordination may include the use of the Contractor's Care Transition Team or Intensive Transition Team who screens individuals per the determinants of health and connects them to community-based services, which ensure smooth care transitions.
  - 2.30. The Contractor shall ensure 24/7 community access to services and supports through the following Triage Phone and Assessment Services and Supports:
    - 2.30.1. Staffing for this service shall include one (1) full-time Youth-Focused Master's level clinician to provide 24/7 live answer call services and full-time Family Community Support workers 24/7.
      - 2.30.1.1. One (1) Full-Time Equivalents (FTE) for Youth-Focused Master's Level position; and
      - 2.30.1.2. Three (3) FTEs for Family Community Support positions.
    - 2.30.2. Allocation of one (1) FTE for our Clinical-Court Liaison to conduct monthly screen at the local athletic league.
    - 2.30.3. The Contractor shall have a strong on-call system in place in support of the Adverse Childhood Experiences Crisis Team.
      - 2.30.3.1. In addition to the on-duty staff, there will be additional on-call staff of Master's level clinicians and Family Community Support workers who will be available for mobile response during times of increased volume.
    - 2.30.4. The Contractor's Child and Adolescent Program is staffed with highly-trained, youth-focused Master's Level Clinicians who will be



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- able to assist the Adverse Childhood Experience Crisis Team should need dictate.
- 2.30.5. Psychiatry/APRN consult will be available 24/7.
  - 2.30.6. The Contactor's Senior Leadership Team will provide administrative oversight and on-call administrative availability 24/7.
- 2.31. The Contractor will provide the following types of interventions in order to engage with the client, within one (1) hour of receiving a request:
- 2.31.1. 24/7 Adverse Childhood Experiences Crisis Response Line:
    - 2.31.1.1. Face-to-face response in the community within one hour; beginning with telephone triage response by highly trained masters' prepared clinicians, and providing a wide range of therapeutic interventions to assist and reassure the client.
  - 2.31.2. Client Centered Recovery
    - 2.31.2.1. Providing intent, empathetic and careful listening while validating, displaying interest and hope to assist the intensity of the moment.
    - 2.31.2.2. For persons known to the Crisis Team, the EHR provides immediate access to the persons own crisis care plan and strengths, along with their personal goals via their Individual Service Plan.
    - 2.31.2.3. For persons new to the Crisis Team we are able to offer follow-up services, including but not limited to:
      - 2.31.2.3.1. Crisis stabilization;
      - 2.31.2.3.2. Medication management; and
      - 2.31.2.3.3. Benefits assistance.
  - 2.31.3. Family Community Support:
    - 2.31.3.1. Engaging and empathetic response to those children and adolescents involved in or privy to crises in the community;
    - 2.31.3.2. Interventions primarily focus on developing the social competence of youths through inclusion in normative community activities and programs.
    - 2.31.3.3. These workers shall enhance the competency of parents in the positive development of their children's emotional, behavioral, physical and mental health.
    - 2.31.3.4. Interventions shall be based on individualized service plans.
    - 2.31.3.5. The BA Level workers shall collaborate with the assigned Master's Level clinician and/or team with functional support service options, including therapeutic behavioral services, crisis intervention and family support.
  - 2.31.4. Evidence Based Practices (EBP)

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- 2.31.4.1. Highly-trained clinicians familiar with a variety of EBP's, shall offer a wide range of responses to assist the person in managing the crisis effectively.
- 2.31.5. Trauma Informed Care
  - 2.31.5.1. Adverse Childhood Experiences Crisis Team will be trained in trauma informed practice to better be able to assess, understand and assist in restructuring the emotional process of the person experiencing the crisis.
- 2.31.6. Support Systems
  - 2.31.6.1. The Contractor's clinicians and the Family Community Support Workers, shall identify and mobilize supports within the person's natural environment.
  - 2.31.6.2. Immediate and direct referrals shall be made as needed.
  - 2.31.6.3. Next day follow-up crisis stabilization appointments in collaboration with existing care providers shall be available.
  - 2.31.6.4. Transportation shall be available to bring an individual experiencing a crisis to the most supportive and appropriate setting.
  - 2.31.6.5. The Crisis Team shall arrange transportation to return the person to their natural environment after receiving services.
- 2.31.7. Ages and Stage Questionnaire (ASQ-3):
  - 2.31.7.1. The Crisis Team shall provide ASQ-3 assessment to determine developmental progress in children between the ages of one month to 5 ½ years of age, to assist the Contractor's Child and Adolescent program in service provision.
- 2.31.8. UCLA Child/Adolescent PTSD Reaction Index:
  - 2.31.8.1. A semi-structured interview that assesses a trauma history and the full range of diagnostic criteria among children and adolescents 12 years or older.
- 2.31.9. Suicide Risk Assessment
  - 2.31.9.1. Crisis Team clinicians shall screen individuals for suicide risk using the Columbia-Suicide Severity Rating Scale (C-SSRS), with information being communicated to partners where necessary.
- 2.32. The Contractor's proposed outreach and educational plan that will ensure the communities and partners within the proposed service area are aware of and can access these services and supports shall include:
  - 2.32.1. Participating in public educational events where these proposed new services and corresponding needs will be outlined, illustration of its use, identifying those who may use it and how, and answer any associated questions that may arise.



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- 2.32.2. Included in these educational events shall be other community partners working in collaboration on this project with the Contractor.
- 2.32.3. A multi-faceted media campaign, including but not limited to:
  - 2.32.3.1. Printing brochures;
  - 2.32.3.2. Appearances on local TV station News Nine; and
  - 2.32.3.3. Descriptive articles in area periodicals.
- 2.32.4. Work closely with emergency rooms and related staff, from paramedics to police and fire departments, to ensure support from public safety organizations.
- 2.32.5. On-going support training with the area schools and other referral sources.
- 2.32.6. Identify critical stakeholders in the community and plan on-going meetings to assure positive outcomes for these populations.
- 2.32.7. Staff at all levels shall receive on-going training in Community-Based Adverse Childhood Experiences Crisis Team model of care.
  - 2.32.7.1. Training will include an outlined process that assures young clients and families have direct access to this level of care making the coordination of care integrated and seamless.
- 2.33. The Adverse Childhood Experiences Crisis Team, once fully operational, shall include a staffing mix of:
  - 2.33.1. Youth-Focused Master's level Clinician (1 FTE):
    - 2.33.1.1. To provide community-based, face-to-face intervention, in conjunction with a Family Community Support Worker, for youths experiencing crises, in order to de-escalate crises without removing the individuals from their homes and or/community programs consistent with safety protocols.
    - 2.33.1.2. Ensure the delivery and proper documentation of treatment services the young client including any and all treatment plans, evaluations, assessments, case management and referral services, progress notes, and the maintenance of client records in accordance with NH state law.
  - 2.33.2. Family Community Support Positions (3 FTE):
    - 2.33.2.1. Provide engaging and empathetic response to those children and adolescents involved in or privy to crises in the community.
    - 2.33.2.2. Primarily focus on developing the social competence of youths through inclusion in normative community activities and programs.
      - 2.33.2.2.1. These workers enhance the competency of parents in the positive development of their children's emotional, behavioral, physical and mental health.

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- 2.33.2.2. Interventions are based on individualized service plans.
- 2.33.2.3. The BA Level workers collaborate with the assigned Master's Level clinician and/or team with functional support service options including therapeutic behavioral services, crisis intervention and family support.
- 2.33.3. Clinical-Court Liaison (.1 FTE: approximately):
  - 2.33.3.1. A court connected Master's Level clinician will conduct screening and intakes at the local athletic league as part of the Juvenile Diversion Program.
- 2.33.4. On call Psychiatrist (.1 FTE):
  - 2.33.4.1. Psychiatrists will apportion time to cover on call duties for the Crisis Team and its young clients.
- 2.34. To ensure coverage for 24/7 per week that includes an ability to respond to high risk case, the Adverse Childhoods Experiences Team will provide the following Triage Phone and Assessment Services and Supports:
  - 2.34.1. Staffing for this service will include a Master's level clinician to provide 24/7 live answer call services and a Family Community Support worker 24/7.
  - 2.34.2. One (1) full-time equivalent (FTE) for Master's Level Clinical position;
  - 2.34.3. Three (3) FTEs for Family Community Support worker positions;
  - 2.34.4. Psychiatry consult will be available 24/7; and
  - 2.34.5. The Contractor's Senior Leadership Team will provide administrative oversight and on-call administrative availability 24/7.

### 3. Reporting

- 3.1. The Contractor shall submit monthly statistical reports to the Department on the tenth (10<sup>th</sup>) day of each month of de-identified aggregate data. These monthly reports shall include, but are not limited to:
  - 3.1.1. A brief summary of activities to date;
  - 3.1.2. Dates of stakeholder meetings in the region, including stakeholders who participated;
  - 3.1.3. Response times;
  - 3.1.4. Number of children served;
  - 3.1.5. Number of family members served;
  - 3.1.6. Number of other adults present in home being served;
  - 3.1.7. Supports provided;
  - 3.1.8. Number of face-to-face crisis appointments provided;
  - 3.1.9. Number of individuals referred to:

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- 3.1.9.1. Doorways;
  - 3.1.9.2. Schools;
  - 3.1.9.3. Law Enforcement;
  - 3.1.9.4. Mental Health Providers;
  - 3.1.9.5. Recovery Centers;
  - 3.1.9.6. DCYF;
  - 3.1.9.7. Community Programs;
  - 3.1.9.8. Transportation Services; and
  - 3.1.9.9. Family Services Centers.
- 3.1.10. The Contractor shall demonstrate, through adequate maintenance of records, and provide the Department upon request, a report detailing expenses related to these services, ensuring funds will not be used for services other than those identified in Section 2. Scope of Services.

#### 4. Staffing

- 4.1. The Contractor shall have sufficient staffing, including any proposed alternative staff, to cover services provided under this contract.
- 4.1.1. One (1) FTE for Youth-Focused Master's Level position;
  - 4.1.2. Three (3) FTEs for Family Community Support positions;
  - 4.1.3. One (1) FTE Clinical-Court Liaison;
  - 4.1.4. On-call staff of Master's level clinicians and Family Community Support Workers to cover mobile response during times of increased volume;
  - 4.1.5. Psychiatry/APRN consultant will be available 24/7;
  - 4.1.6. A Police Officer:
    - 4.1.6.1. An MOU with the local police departments shall be developed indicating points of contact.
  - 4.1.7. Other Resources including on-call staff who are trained in services and are able to provide backup.

#### 5. Measurable

- 5.1. The Contractor shall administer satisfaction surveys with Department approval to its community providers and report a minimum of 95% satisfaction with services provided.

#### 6. State Opioid Response (SOR) Grant Standards

- 6.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Regional Hubs for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.

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- 6.2. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
  - 6.2.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
  - 6.2.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of the contract effective date.
- 6.3. The Contractor shall coordinate with the NH Ryan White HIV/AIDS program for clients identified as at risk of or with HIV/AIDS.



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**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds and federal funds as follows: 100% Federal Funds from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget and Exhibit B-2 Budget.
  - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

Financial Administrator  
Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
129 Pleasant Street

*WJA*

8/19/19



**New Hampshire Department of Health and Human Services  
Community-Based Adverse Childhood Experiences Crisis Team Project**

**Exhibit B**

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Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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

Bidder/Program Name: THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

Budget Request for: COMMUNITY-BASED ADVERSE CHILDHOOD EXPERIENCES CRISIS TEAM PROJECT

RFP-2019-BDAS-13-COMMU-01

Budget Period: SEPTEMBER 1, 2019 - JUNE 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 161,600.83	\$ 13,213.33	\$ 174,814.17	\$ 8,000.00	\$ 783.33	\$ 8,783.33	\$ 153,600.83	\$ 12,430.00	\$ 166,030.83
2. Employee Benefits	\$ 54,531.67	\$ 6,666.67	\$ 61,198.33	\$ 2,812.50	\$ 270.83	\$ 3,083.33	\$ 51,719.17	\$ 6,395.83	\$ 58,115.00
3. Consultants	\$ 2,500.00	\$ 250.00	\$ 2,750.00	\$ 833.33	\$ 83.33	\$ 916.67	\$ 1,666.67	\$ 166.67	\$ 1,833.33
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,041.67	\$ 100.00	\$ 1,141.67	\$ 1,041.67	\$ 100.00	\$ 1,141.67	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 7,500.00	\$ 750.00	\$ 8,250.00	\$ 4,166.67	\$ 458.33	\$ 4,625.00	\$ 3,333.33	\$ 291.67	\$ 3,625.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 416.67	\$ 37.50	\$ 454.17	\$ 208.33	\$ 20.83	\$ 229.17	\$ 208.33	\$ 16.67	\$ 225.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 250.00	\$ 83.33	\$ 333.33	\$ 250.00	\$ 83.33	\$ 333.33	\$ -	\$ -	\$ -
Medical	\$ 416.67	\$ 41.67	\$ 458.33	\$ -416.67	\$ 41.67	\$ 458.33	\$ -	\$ -	\$ -
Office	\$ 3,916.67	\$ 333.33	\$ 4,250.00	\$ 1,833.33	\$ 166.67	\$ 2,000.00	\$ 2,083.33	\$ 166.67	\$ 2,250.00
6. Travel	\$ 2,916.67	\$ 270.83	\$ 3,187.50	\$ 2,083.33	\$ 187.50	\$ 2,270.83	\$ 833.33	\$ 83.33	\$ 916.67
7. Occupancy	\$ 15,333.33	\$ 1,833.33	\$ 17,166.67	\$ 13,041.67	\$ 1,666.67	\$ 14,708.33	\$ 2,291.67	\$ 166.67	\$ 2,458.33
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,500.00	\$ 229.17	\$ 2,729.17	\$ 833.33	\$ 83.33	\$ 916.67	\$ 1,666.67	\$ 145.83	\$ 1,812.50
Postage	\$ 166.67	\$ 20.83	\$ 187.50	\$ 166.67	\$ 20.83	\$ 187.50	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 416.67	\$ 54.17	\$ 470.83	\$ 250.00	\$ 41.67	\$ 291.67	\$ 166.67	\$ 12.50	\$ 179.17
Insurance	\$ 1,041.67	\$ 187.50	\$ 1,229.17	\$ 1,041.67	\$ 187.50	\$ 1,229.17	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - EMR	\$ 6,000.00	\$ 533.33	\$ 6,533.33	\$ 3,333.33	\$ 325.00	\$ 3,658.33	\$ 2,666.67	\$ 208.33	\$ 2,875.00
10. Marketing/Communications	\$ 1,458.33	\$ 179.17	\$ 1,637.50	\$ 1,250.00	\$ 145.83	\$ 1,395.83	\$ 208.33	\$ 33.33	\$ 241.67
11. Staff Education and Training	\$ 2,708.33	\$ 291.67	\$ 3,000.00	\$ 833.33	\$ 83.33	\$ 916.67	\$ 1,875.00	\$ 208.33	\$ 2,083.33
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other - Security Services - Manchester Police	\$ 6,250.00	\$ 625.00	\$ 6,875.00	\$ 6,250.00	\$ 625.00	\$ 6,875.00	\$ -	\$ -	\$ -
13a. Other - Building & Household Supplies	\$ 1,450.00	\$ 1,008.33	\$ 2,458.33	\$ 1,375.00	\$ 145.83	\$ 1,520.83	\$ 75.00	\$ 862.50	\$ 937.50
13b. Other - CIT Training - MPD	\$ 9,166.67	\$ 1,000.00	\$ 10,166.67	\$ 3,333.33	\$ 416.67	\$ 3,750.00	\$ 5,833.33	\$ 583.33	\$ 6,416.67
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 281,582.50</b>	<b>\$ 27,709.17</b>	<b>\$ 309,291.67</b>	<b>\$ 53,354.17</b>	<b>\$ 5,937.50</b>	<b>\$ 59,291.67</b>	<b>\$ 228,228.33</b>	<b>\$ 21,771.67</b>	<b>\$ 250,000.00</b>

Indirect As A Percent of Direct 9.8%

New Hampshire Department of Health and Human Services

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

Budget Request for: COMMUNITY-BASED ADVERSE CHILDHOOD EXPERIENCES CRISIS TEAM PROJECT

RFP-2019-BDAS-13-COMMU-01

Budget Period: JULY 1, 2020 - SEPTEMBER 29, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 32,320.17	\$ 2,642.67	\$ 34,962.84	\$ 1,600.00	\$ 156.67	\$ 1,756.67	\$ 30,720.17	\$ 2,486.00	\$ 33,206.17
2. Employee Benefits	\$ 10,906.33	\$ 1,333.34	\$ 12,239.67	\$ 562.50	\$ 54.17	\$ 616.67	\$ 10,343.83	\$ 1,279.17	\$ 11,623.00
3. Consultants	\$ 500.00	\$ 50.00	\$ 550.00	\$ 166.67	\$ 16.67	\$ 183.34	\$ 333.33	\$ 33.33	\$ 366.66
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 208.33	\$ 20.00	\$ 228.33	\$ 208.33	\$ 20.00	\$ 228.33	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,500.00	\$ 150.00	\$ 1,650.00	\$ 833.33	\$ 91.67	\$ 925.00	\$ 666.67	\$ 58.33	\$ 725.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 83.34	\$ 7.50	\$ 90.84	\$ 41.67	\$ 4.17	\$ 45.84	\$ 41.67	\$ 3.33	\$ 45.00
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ 50.00	\$ 16.67	\$ 66.67	\$ 50.00	\$ 16.67	\$ 66.67	\$ -	\$ -	\$ -
Medical	\$ 83.33	\$ 8.33	\$ 91.66	\$ 83.33	\$ 8.33	\$ 91.66	\$ -	\$ -	\$ -
Office	\$ 783.34	\$ 66.66	\$ 850.00	\$ 366.67	\$ 33.33	\$ 400.00	\$ 416.67	\$ 33.33	\$ 450.00
6. Travel	\$ 583.34	\$ 54.17	\$ 637.51	\$ 416.67	\$ 37.50	\$ 454.17	\$ 166.67	\$ 16.67	\$ 183.34
7. Occupancy	\$ 3,066.66	\$ 366.66	\$ 3,433.32	\$ 2,608.33	\$ 333.33	\$ 2,941.66	\$ 458.33	\$ 33.33	\$ 491.66
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 500.00	\$ 45.84	\$ 545.84	\$ 166.67	\$ 16.67	\$ 183.34	\$ 333.33	\$ 29.17	\$ 362.50
Postage	\$ 33.33	\$ 4.17	\$ 37.50	\$ 33.33	\$ 4.17	\$ 37.50	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 83.33	\$ 10.83	\$ 94.16	\$ 50.00	\$ 8.33	\$ 58.33	\$ 33.33	\$ 2.50	\$ 35.83
Insurance	\$ 208.33	\$ 37.50	\$ 245.83	\$ 208.33	\$ 37.50	\$ 245.83	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software - EMR	\$ 1,200.00	\$ 106.67	\$ 1,306.67	\$ 666.67	\$ 65.00	\$ 731.67	\$ 533.33	\$ 41.67	\$ 575.00
10. Marketing/Communications	\$ 291.67	\$ 35.84	\$ 327.51	\$ 250.00	\$ 29.17	\$ 279.17	\$ 41.67	\$ 6.67	\$ 48.34
11. Staff Education and Training	\$ 541.67	\$ 58.34	\$ 600.01	\$ 166.67	\$ 16.67	\$ 183.34	\$ 375.00	\$ 41.67	\$ 416.67
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other - Security Services - Manchester Police	\$ 1,250.00	\$ 125.00	\$ 1,375.00	\$ 1,250.00	\$ 125.00	\$ 1,375.00	\$ -	\$ -	\$ -
13a. Other - Building & Household Supplies	\$ 290.00	\$ 201.67	\$ 491.67	\$ 275.00	\$ 29.17	\$ 304.17	\$ 15.00	\$ 172.50	\$ 187.50
13b. Other - CIT Training - MPD	\$ 1,833.34	\$ 199.96	\$ 2,033.30	\$ 666.67	\$ 83.30	\$ 749.97	\$ 1,166.67	\$ 116.66	\$ 1,283.33
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 56,316.51</b>	<b>\$ 5,541.82</b>	<b>\$ 61,858.33</b>	<b>\$ 10,670.84</b>	<b>\$ 1,187.49</b>	<b>\$ 11,858.33</b>	<b>\$ 45,645.67</b>	<b>\$ 4,354.33</b>	<b>\$ 50,000.00</b>
Indirect As A Percent of Direct	9.8%								

Contractor Initials: MM  
Date: 8/19/19



**SPECIAL PROVISIONS**

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

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



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

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





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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  - (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  - (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

*WAL*  
8/19/19



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

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

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

*WTR*

*8/19/19*



**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

1.2. Section 10, Termination, is amended by adding the following language:

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

*[Handwritten Signature]*  
Date 8/19/19



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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*8/19/19*



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

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

*293 Wilson St, 4<sup>th</sup> Fl., Manchester, NH, Hillsborough County, NH 03103*

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

Vendor Name:

*The Mental Health Center of Greater Manchester*

*August 19 2019*  
Date

*W. Rider*  
Name: *William Rider*  
Title: *President/CEO*

*WR*  
*8/19/19*



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: *The Mental Health Center of Greater Manchester*

*August 19, 2019*  
Date

*William Rider*  
Name: *William Rider*  
Title: *President/CEO*



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

*The Mental Health Center of Greater Manchester*

*August 19, 2019*  
Date

*WTR*  
Name: *William Rider*  
Title: *President/CEO*

*WTR*  
*8/19/19*





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

The Vendor 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:

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

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

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

Exhibit G

Vendor Initials

*WJK*

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

*2/19/19*

New Hampshire Department of Health and Human Services  
Exhibit G



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

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

*The Mental Health Center of Greater Manchester*

*August 19, 2019*  
Date

*WR*  
Name: *William Rider*  
Title: *President/CEO*

Exhibit G

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

Vendor Initials

*WR*

Date

*8/19/19*



**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 Vendor 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 Vendor 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.

Vendor Name:

*The Mental Health Center of Greater Manchester*

*August 19, 2019*  
Date

*William Rider*  
Name: *William Rider*  
Title: *President/CEO*

*WR*  
*8/19/19*



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

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

**(1 Definitions.**

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

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Vendor Initials

*WTK*

Date

*8/19/14*



Exhibit I

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

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

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

*WML*

*8/19/19*



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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

*WJK*

*8/19/19*



Exhibit I

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

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Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

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Exhibit I

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

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

Department of Health and Human Services  
The State

[Signature]  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/19/19  
Date

The Mental Health Center of Greater Manchester  
Name of the Vendor

[Signature]  
Signature of Authorized Representative

William Rider  
Name of Authorized Representative

President/CEO  
Title of Authorized Representative

August 19, 2019  
Date



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

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

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

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

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

The Vendor 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 Vendor 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.

Vendor Name:

*The Mental Health Center of Greater Manchester*

*August 19, 2019*  
Date

*[Signature]*  
Name: *William Rider*  
Title: *President/CEO*

Vendor Initials *WRK*  
Date *8/19/19*



FORM A

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

1. The DUNS number for your entity is: 073978280
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

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

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A. Definitions

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

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

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

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

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

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

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

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

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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

*[Handwritten Signature]*  
8/19/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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8/19/19



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

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

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

*UA*

*8/19/19*

# State of New Hampshire

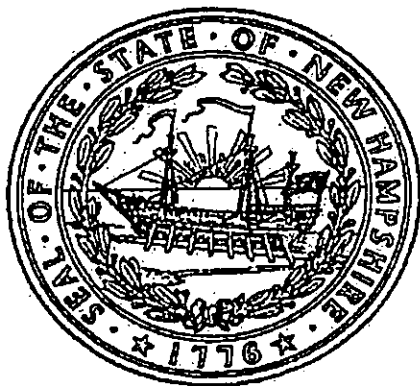
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 17, 1960. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63323

Certificate Number : 0004505395



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of April A.D. 2019.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on August 19, 2019:  
(Date)

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

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

the 19<sup>th</sup> day of August, 2019.  
(Date Amendment Signed)

4. William Rider is the duly elected President/Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Thomas Lavoie Secretary  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 2019.

By Thomas Lavoie.  
(Name of Elected Officer of the Agency)

Joanne C. Ducloux  
(Notary Public/Justice of the Peace)  
Joanne C. Ducloux

(NOTARY SEAL)

Commission Expires: August 8, 2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/10/2019

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

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

<b>PRODUCER</b> CGI Business Insurance 171 Londonderry Turnpike  Hooksett NH 03106	<b>CONTACT NAME:</b> Teri Davis <b>PHONE (A/C, No, Ext):</b> (866) 841-4800 <b>FAX (A/C, No):</b> (803) 622-4618 <b>E-MAIL ADDRESS:</b> TDavis@CGIBusinessInsurance.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance <b>INSURER B:</b> Philadelphia Indemnity <b>INSURER C:</b> A.I.M. Mutual <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 19-20 w/WC Renewal      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability \$2M Agg  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK1958850	04/01/2019	04/01/2020	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 - COMPIOP AGG \$ 3,000,000 Sexual/Physical Abuse or \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPH1958852	04/01/2019	04/01/2020	COMBINED-SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB869112	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ECC8004000298-2019A	09/12/2019	09/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Workers Comp 3A State: NH  
\*\*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.

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



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
8/6/2019

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

AGENCY CGI Business Insurance 171 Londonderry Turnpike Hooksett NH 03106	PHONE (A/C, No, Ext): (866) 841-4600	COMPANY Philadelphia Insurance One Bala Plaza Suite 100 Bala Cynwyd PA 19004
FAX (A/C, No): (603) 822-4618	E-MAIL ADDRESS: MHarvie@CGIBusinessInsurance	
AGENCY CUSTOMER ID #: 00023204	INSURED The Mental Health Center of Greater Manchester, Inc 401 Cypress Street Manchester NH 03103-3628	LOAN NUMBER POLICY NUMBER PHPK1958850
		EFFECTIVE DATE: 4/1/2019 EXPIRATION DATE: 4/1/2020 <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
		THIS REPLACES PRIOR EVIDENCE DATED:

### PROPERTY INFORMATION

LOCATION/DESCRIPTION  
Loc# 00008/Bldg# 00001  
293 Wilson Street  
Manchester, NH 03103

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

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building/Tenant Improvements, Replacement Cost, Special	1,200,000	10,000
Business Personal Property, Replacement Cost, Special	250,000	10,000

### REMARKS (Including Special Conditions)

Liability Limit \$1,000,000 per occurrence / \$2,000,000 aggregate

### CANCELLATION

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

### ADDITIONAL INTEREST

NAME AND ADDRESS  State of New Hampshire 29 Pleasant Street Concord, NH 03301	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE  Mark Harvie/KDC		





The Mental Health Center  
of Greater Manchester

## **MISSION**

To empower individuals to achieve recovery and promote personal and community wellness through an accessible, comprehensive, integrated and evidence-based system of behavioral health care.

## **VISION**

To promote prevention recovery and wellness, and strive to be a center of excellence and sought after partner in developing and delivering state-of-the-art behavioral health treatment integrated within our community.

## **GUIDING VALUES AND PRINCIPLES**

**We** treat everyone with respect, compassion and dignity.

**We** offer hope and recovery through individualized, quality behavioral 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.

*Revised and Approved by the Board of Directors on September 25, 2018*

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.

COMBINING FINANCIAL STATEMENTS

June 30, 2018

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
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June 30, 2018

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**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 167

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
of The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.

We have audited the accompanying combining financial statements of The Mental Health Center of Greater Manchester, Inc. and its affiliate Manchester Mental Health Foundation, Inc. (nonprofit organizations) which comprise the combining statement of financial position as of June 30, 2018, and the related combining statements of activities and cash flows for the year then ended, and the related notes to the combining financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

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

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

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

To the Board of Directors  
of The 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, 2018, and the changes in 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 financial statements as a whole. The Supplementary Pages on pages 20 through 23 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. 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.



St. Albans, Vermont  
October 24, 2018

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF FINANCIAL POSITION  
June 30, 2018

ASSETS

	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
<b>CURRENT ASSETS</b>				
Cash	\$ 6,218,262	\$ 19,675	\$ -	\$ 6,237,937
Accounts Receivable, net	1,286,113	-	-	1,286,113
Other Accounts Receivable	483,278	-	-	483,278
Due From Affiliate	-	28,525	(28,525)	-
Investments	-	3,880,108	-	3,880,108
Prepaid Expenses	394,375	-	-	394,375
<b>TOTAL CURRENT ASSETS</b>	<b>8,382,028</b>	<b>3,928,308</b>	<b>(28,525)</b>	<b>12,281,811</b>
<b>PROPERTY, PLANT AND EQUIPMENT,</b>				
Net of accumulated depreciation	14,349,131	-	-	14,349,131
<b>TOTAL ASSETS</b>	<b>\$ 22,731,159</b>	<b>\$ 3,928,308</b>	<b>\$ (28,525)</b>	<b>\$ 26,630,942</b>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES</b>				
Accounts Payable	\$ 166,634	\$ -	\$ -	\$ 166,634
Accrued Payroll & Vacation, other accruals	3,250,340	710	-	3,251,050
Deferred Revenue	46,159	-	-	46,159
Due To Affiliate	28,525	-	(28,525)	-
Current Portion of Long-Term Debt	201,405	-	-	201,405
Amounts held for Patients and Other Deposits	17,473	-	-	17,473
<b>TOTAL CURRENT LIABILITIES</b>	<b>3,710,536</b>	<b>710</b>	<b>(28,525)</b>	<b>3,682,721</b>
<b>EXTENDED ILLNESS LEAVE, Long term</b>	<b>415,165</b>	<b>-</b>	<b>-</b>	<b>415,165</b>
<b>POST-RETIREMENT BENEFIT OBLIGATION</b>	<b>71,225</b>	<b>-</b>	<b>-</b>	<b>71,225</b>
<b>LONG-TERM DEBT, less current maturities and unamortized debt issuance costs</b>	<b>7,213,619</b>	<b>-</b>	<b>-</b>	<b>7,213,619</b>
<b>NET ASSETS</b>				
Unrestricted	11,320,614	3,587,909	-	14,908,523
Temporarily restricted	-	107,392	-	107,392
Permanently restricted	-	232,297	-	232,297
<b>TOTAL NET ASSETS</b>	<b>11,320,614</b>	<b>3,927,598</b>	<b>-</b>	<b>15,248,212</b>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ 22,731,159</b>	<b>\$ 3,928,308</b>	<b>\$ (28,525)</b>	<b>\$ 26,630,942</b>

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, 2018

	MHCGM	Foundation		Eliminating Entries	Combined Total
	Unrestricted	Unrestricted	Temporarily Restricted		
<b>REVENUE AND OTHER SUPPORT</b>					
Program Service Fees	\$ 21,293,641	\$ -	\$ -	\$ -	\$ 21,293,641
Fees and Grants from Governmental Agencies	2,879,822	-	-	-	2,879,822
Rental Income	626,055	-	-	-	626,055
Other Income	5,884,646	-	-	-	5,884,646
<b>TOTAL REVENUE AND OTHER SUPPORT</b>	<b>30,684,164</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>30,684,164</b>
<b>OPERATING EXPENSES</b>					
Program Services:					
Children & Adolescents	4,372,890	-	-	-	4,372,890
Elderly	320,757	-	-	-	320,757
Emergency Services	1,934,951	-	-	-	1,934,951
Vocational Services	592,568	-	-	-	592,568
Non-Eligibles	1,382,534	-	-	-	1,382,534
Mutli-Service Team	7,284,290	-	-	-	7,284,290
ACT Team	3,270,457	-	-	-	3,270,457
Crisis Unit	4,689,604	-	-	-	4,689,604
Community Residences & Support Living	1,552,426	-	-	-	1,552,426
Other	1,149,581	-	-	-	1,149,581
Total Program Services	26,550,058	-	-	-	26,550,058
Supporting Services					
Management and General	3,210,540	-	-	(85,000)	3,125,540
Property	1,001,958	-	-	-	1,001,958
<b>TOTAL OPERATING EXPENSES</b>	<b>30,762,558</b>	<b>-</b>	<b>-</b>	<b>(85,000)</b>	<b>30,677,556</b>
<b>INCOME (LOSS) FROM OPERATIONS</b>	<b>(78,392)</b>	<b>-</b>	<b>-</b>	<b>85,000</b>	<b>6,608</b>
<b>NON-OPERATING REVENUE/(EXPENSES)</b>					
Contributions	461,811	85,336	20,000	(242,703)	324,444
Interest/Dividend Income	26,587	111,728	-	-	138,315
Investment Gain	-	215,623	-	-	215,623
Dues	-	(4,800)	-	-	(4,800)
Donations to MHCGM	-	(157,703)	-	157,703	-
Miscellaneous Expenses	-	(6,684)	-	-	(6,684)
<b>NON-OPERATING REVENUE/ (EXPENSES), NET</b>	<b>488,398</b>	<b>243,500</b>	<b>20,000</b>	<b>(85,000)</b>	<b>666,898</b>
<b>INCREASE IN NET ASSETS</b>	<b>410,006</b>	<b>243,500</b>	<b>20,000</b>	<b>-</b>	<b>673,506</b>
<b>NET ASSETS AT BEGINNING OF YEAR</b>	<b>10,910,608</b>	<b>3,344,409</b>	<b>87,392</b>	<b>232,297</b>	<b>14,574,706</b>
<b>NET ASSETS AT END OF YEAR</b>	<b>\$ 11,320,614</b>	<b>\$ 3,587,909</b>	<b>\$ 107,392</b>	<b>\$ 232,297</b>	<b>\$ 15,248,212</b>

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, 2018

	<u>MHCGM</u>	<u>Foundation</u>	<u>Eliminating Entries</u>	<u>Combined Total</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Change in net assets	\$ 410,006	\$ 263,500	\$ -	\$ 673,506
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Depreciation and amortization	631,889	-	-	631,889
Unrealized gain on investments	-	(163,957)	-	(163,957)
Realized gain on investments	-	(72,387)	-	(72,387)
Decrease (Increase) in Operating Assets:				
Accounts Receivable	1,410	-	-	1,410
Other Accounts Receivable	403,268	-	-	403,268
Due from Affiliate		27,060	(27,060)	-
Prepaid Expenses	(257,073)	-	-	(257,073)
Increase (Decrease) in Operating Liabilities:				
Accounts Payable	(194,334)	-	-	(194,334)
Due to Affiliate	(27,060)	-	27,060	-
Accrued Expenses and Other Current Liabilities	(112,131)	-	-	(112,131)
Deferred Revenue	(27,983)	-	-	(27,983)
Amounts held for Patients and Other Deposits	9,764	-	-	9,764
Post Retirement Benefit Obligation	(1,725)	-	-	(1,725)
Extended Illness Leave	17,925	-	-	17,925
 NET CASH PROVIDED BY OPERATING ACTIVITIES	 <u>853,956</u>	 <u>54,216</u>	 <u>-</u>	 <u>908,172</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Purchase of property, plant, and equipment, net	(2,555,171)	-	-	(2,555,171)
Finance costs incurred	(104,609)	-	-	(104,609)
Proceeds from sale of investments	-	85,489	-	85,489
Purchase of investments	-	(138,793)	-	(138,793)
 NET CASH USED IN INVESTING ACTIVITIES	 <u>(2,659,780)</u>	 <u>(53,304)</u>	 <u>-</u>	 <u>(2,713,084)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>				
Long-term debt reduction	(169,956)	-	-	(169,956)
 NET INCREASE (DECREASE) IN CASH	 (1,975,780)	 912	 -	 (1,974,868)
 CASH AT BEGINNING OF YEAR	 <u>8,194,042</u>	 <u>18,763</u>	 <u>-</u>	 <u>8,212,805</u>
 CASH AT END OF YEAR	 <u>\$ 6,218,262</u>	 <u>\$ 19,675</u>	 <u>\$ -</u>	 <u>\$ 6,237,937</u>
<b>SUPPLEMENTAL DISCLOSURES</b>				
Real Estate acquired with long-term debt	<u>\$ 7,680,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Interest paid	<u>\$ 218,077</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

See Accompanying Notes to Financial Statements.



The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the "Foundation") became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center.

In July 2017, the Center acquired commercial real estate in Manchester, New Hampshire that it previously leased a portion of. As of June 30, 2018, the Center occupies approximately 31,000 square feet of the approximately 65,000 square feet in the building. The remaining square footage is leased to unrelated third parties and the entire building is managed by an unrelated management company engaged by the Center.

Basis of Presentation

The combining financial statements include the accounts of The Mental Health Center of Greater Manchester, Inc. and its affiliate, Manchester Mental Health Foundation, Inc. All inter-company transactions and accounts have been eliminated in combination.

Estimates

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

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2015, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

State Grants

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

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Depreciation

The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years.

Vacation Pay and Fringe Benefits

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

Revenue

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

Accounts Receivable

Accounts receivable are recorded based on amounts billed for services provided, net of respective contractual adjustments and bad debt allowances.

Policy for Evaluating Collectability of Accounts Receivable

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

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

During the year ended June 30, 2018, the Center maintained its estimate in the allowance for doubtful accounts at 68% of total accounts receivable. The allowance for doubtful accounts decreased to \$2,697,713 as of June 30, 2018 from \$2,814,022 as of June 30, 2017. This was a result of an overall decrease in accounts receivable from \$4,110,534 as of June 30, 2017 to \$3,983,826 as of June 30, 2018. The allowance reflects this decrease accordingly.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2018 totaled \$21,293,641, of which \$20,921,393 was revenue from third-party payors and \$372,248 was revenue from self-pay clients.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Temporarily restricted net assets are those whose use by the Center or Foundation has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as either net assets released from restrictions (for non-capital related items) or as net assets released from restrictions used for capital purchases (capital related items).

Permanently restricted net assets are restricted by donors and to be maintained in perpetuity. Income earned on permanently restricted net assets, to the extent not restricted by the donor, including net realized appreciation on investments, would be included in the statement of activities as unrestricted resources or as a change in temporarily restricted net assets in accordance with donor-intended purposes.

Included in the Foundation's unrestricted net assets is \$600,000 of board designated net assets, which was the result of a board approved donation from the Center to the foundation during the year ended June 30, 2015 of \$600,000.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Employee Benefit Program

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employees' contributions are matched by the Center up to 5 percent of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$464,473 for the year ended June 30, 2018.

Postretirement Medical Benefits

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2008, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. See Note 8 for further discussion of the Plan.

For retirements prior to January 1, 1997, benefits are based upon quoted premium rates. For retirements on or after January 1, 1997 up to June 30, 2007, the benefits are based on monthly premiums frozen at their December 31, 1996 level. The plan is funded as premiums are paid.

Malpractice Loss Contingencies

The Center has an occurrence basis policy for its malpractice insurance coverage. An occurrence basis policy provides specific coverage for claims resulting from incidents that occur during the policy term, regardless of when the claims are reported to the insurance carrier. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Center. In the event a loss contingency should occur, the Center would give it appropriate recognition in its financial statements.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

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

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service and Case Rates.

Approximately 74% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2018. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 3      ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$ 1,842,016
Managed medicaid	305,365
Medicaid receivable	517,135
Medicare receivable	205,506
Other insurance	<u>1,113,804</u>
	3,983,826
Allowance	<u>(2,697,713)</u>
	 <u>\$ 1,286,113</u>

ACCOUNTS RECEIVABLE – OTHER

Amoskeag Residences	\$ 6,131
BBH - Cypress Center	56,250
BBH - MCRT	99,707
BBH - IRB	5,250
Boston University	3,149
Catholic Medical Center	116,440
Cenpatico	58,108
Community Connection	12,165
Dartmouth	34,323
Farnum Center	2,088
Harvard Pilgrim	58,856
Manchester Community Health	8,460
Mobile Community Health	2,876
North Shore LIJ	7,026
Two Wall Street Tenants	8,989
Miscellaneous accounts receivable	<u>3,460</u>
	 <u>\$ 483,278</u>

The Mental Health Center of Greater Manchester, Inc.  
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NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 4 INVESTMENTS

Investments are presented in the combining financial statements at market value as follows:

	Cost	Market
Cash and Cash Equivalents	\$ 62,337	\$ 62,337
Marketable Equity Securities	3,398,652	3,817,771
TOTAL	\$3,460,989	\$3,880,108

Investment return consisted of the following:

Advisory Fees	\$ (20,721)
Net realized gain	72,387
Annualized unrealized gain, net	163,957
TOTAL INVESTMENT GAIN	\$ 215,623

NOTE 5 FAIR VALUE MEASUREMENTS

The Foundation's investments are reported at fair value in the accompanying statement of net assets available for benefits. The methods used to measure fair value may produce an amount that may not be indicative of net realizable or reflective of future fair values. Furthermore, although the Foundation believes its valuations methods are appropriate and consistent with other market participant, the use of different methodologies or assumptions to measure the fair value of certain financial instruments could result in a different fair value at the reporting date.

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quotes prices in active markets for identical assets and have the highest priority, and Level 3 inputs are unobservable and have the lowest priority.

The Foundation uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. When available, the Foundation measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Level 2 input valuation methods are described in detail below and Level 3 inputs were only used when Level 1 or Level 2 inputs were not available.

Level 1 Fair Value Measurements

The fair value of mutual funds, equities and options are valued at the daily closing price as reported by the fund. Mutual funds, equities and options held by the Foundation are open-end and are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The investments held by the Foundation are deemed to be actively traded.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 5 FAIR VALUE MEASUREMENTS (continued)

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2018. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

<u>Description</u>	<u>06/30/18</u>	<u>Quoted Price In Active Markets For Identical Assets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
Cash and Cash Equivalents	\$ 62,337	\$ 62,337	\$ -	\$ -
Fixed Income				
Corporate Bonds	569,776	569,776	-	-
Mutual Funds:				
Bank Loans	170,137	170,137	-	-
Diversified Emerging Mkts	166,396	166,396	-	-
Foreign Large Blend	279,219	279,219	-	-
Exchange Traded Fund	306,740	306,740	-	-
Foreign Large Growth	180,050	180,050	-	-
Health	145,841	145,841	-	-
Inflation Protected Bond	67,219	67,219	-	-
Intermediate Term Bond	106,129	106,129	-	-
Large Blend	869,404	869,404	-	-
Large Value	187,936	187,936	-	-
Large Growth	219,400	219,400	-	-
Market Neutral	51,217	51,217	-	-
Nontraditional Bond	126,524	126,524	-	-
Technology	126,815	126,815	-	-
World Bond	148,712	148,712	-	-
World Small/Mid Stock	96,256	96,256	-	-
Total	<u>\$ 3,880,108</u>	<u>\$ 3,880,108</u>	<u>\$ -</u>	<u>\$ -</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 6 PROPERTY AND EQUIPMENT

Property, plant and equipment is stated at cost. Expenditures for maintenance and repairs are charged to expense as incurred and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the assets being depreciated.

Property and equipment consisted of the following at June 30, 2018:

Land	\$ 2,143,708
Buildings and improvements	15,465,893
Furniture and equipment	<u>2,358,028</u>
	19,967,629
Accumulated depreciation	<u>(5,618,498)</u>
	<u>\$14,349,131</u>

Depreciation expense for the year ended June 30, 2018 was \$622,300.

NOTE 7 DEFERRED REVENUE

CIP Grant	\$ 13,088
Feed NH Grant	5,000
Great Manchester Charitable Trust	3,245
Miscellaneous deferred revenue	8
NH Charitable Foundation	10,348
Pearl Manor Seniors Initiative Grant	9,835
Stigma Symposium	<u>4,635</u>
	<u>\$ 46,159</u>

NOTE 8 EXTENDED ILLNESS LEAVE (EIL)

The following table sets forth the Center's funded status of EIL as of June 30, 2018:

Net Post-Retirement Health Cost:

Service cost	\$ 30,858
Interest cost	<u>15,007</u>
Net post retirement health cost	<u>\$ 45,865</u>



The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year	\$ 397,240
Service cost	30,858
Interest cost	15,007
Actuarial loss	6,858
Benefits paid	<u>(34,798)</u>
 Benefit obligation at end of year	 <u>\$ 415,165</u>

Balance Sheet Liability:

Accumulated postretirement benefit obligation	\$ 415,165
Fair value of plan assets	<u>-</u>
 Unfunded accumulated postretirement benefit obligation	 <u>\$ 415,165</u>

Reconciliation of Accrued Costs:

Accrued post retirement health cost at beginning of year	\$ 545,874
Net post retirement health cost for the year	38,989
Contributions made during the year (benefits paid)	<u>(34,797)</u>
 Accrued post retirement health cost at end of year	 <u>\$ 550,066</u>

Estimated Future Benefit Payments:

2018 – 2019	\$ 62,700
2019 – 2020	76,900
2020 – 2021	32,100
2021 – 2022	31,700
2022 – 2023	24,800
2023 – 2028	<u>172,200</u>

Expected contribution for next fiscal year	<u>\$ 62,700</u>
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The Mental Health Center of Greater Manchester, Inc.  
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NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (397,240)
Net actuarial gain arising during the year	(6,858)
Increase from current year service and interest cost	(45,865)
Contributions made during the year	<u>34,798</u>
 Balance sheet liability at end of year	 <u>\$ (415,165)</u>

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (148,636)
Net actuarial (gain) or loss arising during the year	6,858
Reclassification from amortization of net actuarial loss recognized during the year	<u>6,877</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (134,901)</u>
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Unrestricted Net Assets Not Yet Classified As Net  
Postretirement Benefit Cost:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(134,901)</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (134,901)</u>
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Unrestricted Net Assets Expected to be Reclassified as Net  
Postretirement Benefit Cost in Next Fiscal Year:

Recognition net Actuarial (Gain)/Loss in next fiscal year's expense	<u>\$ (7,730)</u>
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The weighted-average discount rate used in determining the accumulated benefit obligation was 4.22% at June 30, 2018.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN

During 2007, the Center offered a buyout to employees who would have been eligible to participate in the post-retirement health plan upon their retirement. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The weighted-average annual assumed rate of increase in per capita cost of covered benefits (i.e., health care cost trend rate) was 4.22% for the year ending June 30, 2018; and 4.00% per year for retirements that occurs on or after January 1, 1997, until those retirees' monthly premium cap of \$188 is reached.

Net Post-Retirement Health Cost:

Interest cost	\$ 2,673
Net amortization of (gain)	<u>7,541</u>
Net post retirement health cost/(income)	<u>\$ 10,214</u>

Change in Accumulated Projected Benefit Obligation:

Accumulated benefit obligation at beginning of year	\$ 72,950
Interest cost	2,673
Actuarial loss	7,541
Benefits paid	<u>(11,939)</u>
Benefit obligation at end of year	<u>\$ 71,225</u>

FASB Balance Sheet Liability:

Accumulated postretirement benefit obligation	\$ 71,225
Fair value of plan assets	<u>-</u>
Unfunded accumulated postretirement benefit obligation	<u>\$ 71,225</u>

Reconciliation of Accrued Costs:

Accrued benefit obligation at beginning of year	\$ 166,358
Net post retirement health cost/(income) for the year	(6,911)
Contributions made during the year (benefits paid)	<u>(11,939)</u>
Accrued post retirement health cost at end of year	<u>\$ 147,508</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Gains and losses in excess of 10% of the greater of the benefit obligation and the fair value of assets are amortized over the average remaining service period of active participants.

Assumptions

Weighted-average assumptions used to determine Benefit Obligations at June 30, 2018:

Discount rate 4.22%

Assumed health care cost trend rates have a significant effect on the amounts reported for health care plans. A 1% change in assumed health care cost trend rates would have the following effects:

	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on total of service and interest cost components of net periodic postretirement health care benefit cost	\$ <u>2,747</u>	\$ <u>2,604</u>
	<u>1% Increase</u>	<u>1% Decrease</u>
Effect on the health care component of the accumulated postretirement benefit obligation	\$ <u>72,882</u>	\$ <u>69,651</u>

Weighted-average assumptions used to determine Net Periodic Benefit Cost at June 30, 2018:

Discount rate 4.22%

Cash Flows

Estimated Future Benefit Payments:

2018 – 2019	\$ 11,100
2019 – 2020	10,100
2020 – 2021	8,300
2021 – 2022	7,200
2022 – 2023	6,100
2023 – 2028	19,700

Expected contribution for next fiscal year: \$ 11,100

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (72,950)
Net actuarial gain or (loss) arising during the year	(7,541)
Increase from current year service and interest cost	(2,673)
Contributions made during the year	<u>11,939</u>
Balance sheet liability at end of year	<u>\$ (71,225)</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year	\$ (93,409)
Net actuarial (gain) arising during the year	7,541
Reclassification from amortization of net actuarial loss recognized during the year	<u>9,584</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (76,284)</u>
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Reconciliation of Accrued Costs:

Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	<u>(76,284)</u>

Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (76,284)</u>
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Unrestricted Net Assets Expected to be Reclassified as Net  
Postretirement Benefit Cost in Next Fiscal Year:

Recognition of net Actuarial (Gain) Loss in next fiscal year's expense	<u>\$ (8,655)</u>
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NOTE 10 LINE OF CREDIT

As of June 30, 2018, the organization had available a line of credit with a bank with an upper limit of \$2,500,000. The line was not utilized as of June 30, 2018. These funds are available with interest charged at TD Bank, N.A. Base Rate (5% as of June 30, 2018). The line of credit is due on demand.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 11 LONG-TERM DEBT

Long-term debt consisted of the following at June 30, 2018:

Bond payable to a bank, due July 2027, with interest only payments at 3.06% through November 2025. Fixed principal payments commence December 2025. Secured by specific real estate.	\$ 5,760,000
Note payable to a bank, due December 2025, monthly principal and interest payments of \$23,433 at a 4.4% interest rate. Secured by specific real estate.	<u>1,750,044</u>
Total long-term debt before unamortized debt issuance costs	7,510,044
Less: Current Portion	(201,405)
Less: Unamortized debt issuance costs	<u>(95,020)</u>
LONG-TERM PORTION	<u>\$ 7,213,619</u>

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

Year Ending <u>June 30,</u>	
2019	\$ 201,405
2020	210,448
2021	219,897
2022	229,770
2023	240,086
Thereafter	<u>6,408,438</u>
	<u>\$ 7,510,044</u>

Interest expense for the year ending June 30, 2018 was \$248,772. In accordance with ASU 2015-03, the amortization of debt issuance costs of \$9,589 is reflected in interest expense. The remaining balance of \$239,183 is interest related to the above debt for the year ended June 30, 2018.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 12 LEASE OBLIGATIONS

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under non-cancelable operating leases with terms of one year or more as of June 30, 2018 are as follows:

2019	\$ 78,856
2020	65,107
2021	34,851
2022	14,777

Rent expense was \$70,579 for the year ended June 30, 2018.

NOTE 13 LEASES IN FINANCIAL STATEMENTS OF LESSORS

In July 2017, the Center acquired real estate it previously partially leased located at 2 Wall Street in Manchester, New Hampshire. The Center leases the real estate it does not occupy to non-related third parties. Aggregate future minimum lease payments to be received under non-cancelable operating leases with terms of one year or more as of June 30, 2018 are as follows:

2019	\$ 380,542
2020	268,135
2021	176,199
2022	61,350
2023	61,350
Thereafter	71,575

Base rent income was \$479,731 for the year ended June 30, 2018.

NOTE 14 RELATED PARTY TRANSACTIONS

Amoskeag Residences, Inc. was formed by the Mental Health Center of Greater Manchester, Inc. The board of directors for Amoskeag Residences, Inc. is comprised of members of management from the Center. Included in accounts receivable as of June 30, 2018 is \$6,131 due to the Center from Amoskeag Residences, Inc. The Mental Health Center of Greater Manchester, Inc. is reimbursed for services it provides to Amoskeag Residences, Inc., such as bookkeeping services, insurance coverage, and repairs and maintenance services. The amounts for the years ended June 30, 2018 are as follows:

Billed	<u>\$ 81,825</u>
Reimbursed	<u>\$ 82,291</u>

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2018

NOTE 15 CONCENTRATIONS OF CREDIT RISK

The Center held deposits with TD Bank N.A. totaling \$6,390,322 as of June 30, 2018. Of this amount \$97,704 is in excess of FDIC coverage of \$250,000 and collateralized Federal repurchase agreements totaling \$6,042,618 as of June 30, 2018.

The Foundation held investments with LPL Financial totaling \$3,880,108 as of June 30, 2018. Of this amount \$3,380,108 is in excess of SIPC coverage of \$500,000 and is uninsured.

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2018 is as follows:

Due from clients	46 %
Managed medicaid	8
Medicaid	13
Medicare	5
Other insurance	<u>28</u>
	<u>100 %</u>

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center and Foundation has evaluated subsequent events through October 24, 2018, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2018, have been incorporated into these basic financial statements herein.



SUPPLEMENTARY INFORMATION

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
ANALYSIS OF ACCOUNTS RECEIVABLE  
For the Year Ended June 30, 2018

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances & Discounts	Bad Debts and Other Charges	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 1,570,357	\$ 4,806,240	\$ (4,433,992)	\$ 367,288	\$ (467,877)	\$ 1,842,016
MANAGED MEDICAID	305,365	17,998,203	(5,377,020)	23,133	(12,644,316)	305,365
MEDICAID	343,618	5,506,313	(2,390,139)	101,483	(3,044,140)	517,135
MEDICARE	207,385	1,950,286	(660,118)	(368,566)	(923,481)	205,506
OTHER INSURANCE	<u>1,683,809</u>	<u>6,461,888</u>	<u>(2,587,724)</u>	<u>(1,494,448)</u>	<u>(2,949,721)</u>	<u>1,113,804</u>
TOTAL	<u>\$ 4,110,534</u>	<u>\$ 36,722,930</u>	<u>\$ (15,448,993)</u>	<u>\$ (1,371,110)</u>	<u>\$ (20,029,535)</u>	<u>\$ 3,983,826</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES  
For the Year Ended June 30, 2018

	BBH Receivable End of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
CONTRACT YEAR, June 30, 2018	<u>\$ 398,203</u>	<u>\$ 3,044,739</u>	<u>\$ (3,280,057)</u>	<u>\$ 162,885</u>

Analysis of Receipts: <u>Date of Receipt/Deposit</u>	<u>Amount</u>
07/01/17	\$ 141,124
07/03/17	270,690
07/14/17	885
07/21/18	126,628
09/21/17	140,631
09/22/17	244,666
10/02/17	37,500
10/24/17	225,791
12/05/17	325,682
01/19/18	202,370
02/09/18	885
02/22/18	404,102
03/01/18	15,013
04/16/18	885
05/02/18	588,031
06/22/18	477,582
06/27/18	<u>77,592</u>
	<u>\$ 3,280,057</u>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES  
For the Year Ended June 30, 2018

	Total Agency	Total Admin.	Total Programs	Child/Adol.	Elderly Services	Emergency Services	Vocational Services	Non-Eligibles	Multi-Service Team	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Property
<b>PROGRAM SERVICE FEES</b>																
Net Client Fees	\$ 372,248	\$ -	\$ 372,248	\$ 36,294	\$ (39,819)	\$ 88,754	\$ 5,694	\$ (51,349)	\$ (200,346)	\$ 7,090	\$ 403,874	\$ 8,930	\$ 8,316	\$ -	\$ 104,810	\$ -
HMO's	1,289,149	-	1,289,149	133,481	9,811	217,848	-	379,305	189,381	31,458	347,887	-	-	-	-	-
Blue Cross/Blue Shield	2,025,586	-	2,025,586	289,525	60,762	308,728	-	471,924	436,845	35,437	422,367	-	-	-	-	-
Medicaid	15,737,357	-	15,737,357	5,047,590	305,999	480,917	348,168	264,162	4,982,291	2,129,977	1,214,909	391,939	521,888	3,019	46,498	-
Medicare	1,290,168	-	1,290,168	5,725	208,896	10,784	902	177,154	804,394	75,738	4,981	318	987	142	2,189	-
Other Insurance	559,429	-	559,429	22,124	(5,114)	80,417	10,812	111,172	123,330	3,352	234,235	-	18	-	(717)	-
Other Program Fees	19,704	-	19,704	351	(325)	7,773	-	1,853	1,520	101	8,321	-	110	-	-	-
Sub-total	21,293,641	-	21,293,641	5,535,070	538,210	1,175,217	365,376	1,354,221	6,317,415	2,283,153	2,638,554	401,185	531,299	3,161	152,780	-
<b>LOCAL/COUNTY GOVERNMENT</b>																
Donations/Contributions	461,811	-	461,811	-	-	-	-	157,703	(5,000)	-	-	-	-	-	309,108	-
Div. for Children, Youth & Families	3,540	-	3,540	3,540	-	-	-	-	-	-	-	-	-	-	-	-
<b>FEDERAL FUNDING</b>																
PATH	40,121	-	40,121	-	-	40,121	-	-	-	-	-	-	-	-	-	-
RENTAL INCOME	128,936	-	128,936	-	-	-	-	-	-	-	839	-	118,267	-	9,830	497,119
INTEREST INCOME	26,587	-	26,587	-	-	-	-	-	-	-	-	-	-	-	26,587	-
<b>BBH</b>																
Bureau of Behavioral Health	1,632,036	-	1,632,036	3,152	-	440,884	-	-	-	450,000	675,000	-	-	63,000	-	-
Other BBH	1,204,125	-	1,204,125	-	-	-	-	-	-	-	1,204,125	-	-	-	-	-
<b>OTHER REVENUES</b>	5,884,646	-	5,884,646	1,755,890	66,830	804,390	151,784	24,326	1,189,848	621,062	357,000	32,710	274,052	375	826,379	-
Sub-total	9,381,802	-	9,381,802	1,762,562	66,830	1,085,395	151,784	182,029	1,184,848	1,071,062	2,238,984	32,710	392,319	63,375	1,171,904	497,119
<b>TOTAL PROGRAM REVENUES</b>	<b>\$ 30,675,443</b>	<b>\$ -</b>	<b>\$ 30,675,443</b>	<b>\$ 7,297,852</b>	<b>\$ 605,040</b>	<b>\$ 2,260,612</b>	<b>\$ 517,160</b>	<b>\$ 1,536,250</b>	<b>\$ 7,482,263</b>	<b>\$ 3,354,215</b>	<b>\$ 4,873,518</b>	<b>\$ 433,895</b>	<b>\$ 923,618</b>	<b>\$ 66,536</b>	<b>\$ 1,324,684</b>	<b>\$ 497,119</b>

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
 STATEMENT OF FUNCTIONAL EXPENSES  
 For the Year Ended June 30, 2018

	Total Agency	Total Admin	Total Programs	Child/Adol.	Elderly Services	Emergency Services	Vocational Services	Non-Elderly	Multi-Service Team	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-DMH	Property
<b>PERSONNEL COSTS</b>																
Salary and Wages	\$ 19,701,900	\$ 2,092,973	\$ 17,808,987	\$ 3,042,376	\$ 198,128	\$ 1,413,045	\$ 363,902	\$ 1,033,031	\$ 4,855,912	\$ 2,148,827	\$ 2,932,744	\$ 356,054	\$ 585,806	\$ 43,889	\$ 635,873	\$ -
Employee Benefits	4,158,511	471,088	3,687,443	726,867	42,989	222,250	82,843	92,029	1,039,367	508,708	573,863	86,190	162,448	9,883	138,988	-
Payroll Taxes	1,429,114	148,893	1,280,221	218,517	14,704	101,493	27,011	76,839	346,366	154,927	218,282	28,158	42,543	3,187	50,244	-
Sub-total	25,289,585	2,712,934	22,576,651	3,987,760	255,821	1,736,758	473,756	1,201,899	6,241,645	2,813,482	3,724,909	468,402	790,597	56,739	824,903	-
<b>PROFESSIONAL FEES</b>																
Client Evaluations/Services	332,399	56,173	276,226	(5,292)	636	-	1,052	39,178	165,088	2,342	66,236	-	-	457	6,527	-
Audit Fees	54,000	5,125	48,875	8,856	756	3,715	1,134	3,132	13,122	6,812	7,020	594	1,836	218	1,782	-
Legal Fees	67,576	6,278	61,298	13,245	574	2,675	2,077	6,360	19,552	8,272	5,306	428	1,322	184	1,283	-
Other Prof. Fees/Consultants	71,276	13,357	57,919	10,789	1,214	4,528	1,456	4,000	13,324	7,481	6,933	608	1,883	270	5,372	32,079
<b>STAFF DEVELOPMENT &amp; TRAINING</b>																
Journals/Publications	3,729	435	3,294	693	-	-	-	19	(9)	-	260	32	594	-	1,705	-
In-service Training	(1,053)	-	(1,053)	-	-	-	-	-	(5,000)	-	3,507	-	440	-	-	-
Conferences/Conventions	60,794	19,887	40,907	7,215	514	1,978	429	1,424	13,662	4,039	7,712	279	604	304	2,747	-
Other Staff Development	104,913	23,702	81,211	(1,329)	-	-	13,038	3,168	15,467	7,713	16,766	-	9,972	-	16,416	-
<b>OCCUPANCY COSTS</b>																
Rent	8,407	8,407	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Heating Costs	7,273	-	7,273	-	-	-	-	-	-	-	-	-	7,273	-	-	-
Other Utilities	227,805	8,920	218,885	(84)	6,387	24,190	8,864	(49)	38,854	17,915	71,021	-	43,607	3,342	4,838	156,139
Maintenance & Repairs	478,646	21,130	457,516	18,172	13,003	26,500	18,066	9,403	93,710	37,587	159,189	1,600	66,390	8,142	5,754	204,856
Other Occupancy Costs	14,762	107	14,655	-	40	74	126	-	625	299	8,005	180	5,062	49	15	163,904
<b>CONSUMABLE SUPPLIES</b>																
Office	251,887	92,130	159,757	19,112	900	4,063	4,723	13,909	47,949	12,236	29,104	116	5,751	703	21,191	-
Building/Household	81,802	1,902	59,700	848	970	4,370	1,394	464	6,629	2,925	35,046	10	5,537	565	912	-
Educational/Training	446,054	2,212	443,842	26,248	5,340	6,050	2,336	1,175	154,651	53,944	144,246	627	2,969	33	46,223	-
Food	73,759	2,266	71,493	784	18	15	172	70	259	304	64,279	16	4,680	1	897	-
Medical	77,871	32	77,839	54	5	23	7	20	29,455	44	45,763	4	11	1	2,452	-
Other Consumable Supplies	437,267	75,201	362,066	58,739	5,558	26,086	9,018	22,483	95,041	55,235	52,359	5,311	14,458	1,757	16,021	-
Depreciation-Equipment	258,665	23,813	234,852	43,285	7,404	13,541	6,528	13,284	49,929	33,256	40,782	4,394	14,898	1,111	6,444	-
Depreciation-Building	167,809	9,016	158,793	5,520	5,550	8,304	7,411	3,138	36,642	14,823	43,970	-	26,268	6,820	147	196,025
Equipment Maintenance	37,088	7,883	29,205	4,392	329	1,599	647	1,604	7,680	3,390	5,881	256	1,844	97	1,286	-
Advertising	56,236	4,914	51,322	5,999	594	2,526	771	3,132	8,923	4,700	5,007	404	1,249	147	17,870	184
Printing	43,769	11,970	31,799	6,005	303	1,963	539	4,514	7,706	2,349	4,555	156	482	122	3,105	-
Telephone/Communication	342,787	29,586	313,181	44,961	7,273	21,853	13,537	21,481	72,957	36,814	56,039	7,582	19,808	3,218	6,750	-
Postage & Shipping	42,632	23,449	19,183	2,733	219	2,326	329	1,040	3,862	2,002	5,102	172	532	63	773	-
<b>TRANSPORTATION</b>																
Staff	215,175	2,829	212,346	35,604	851	12,788	15,371	504	39,263	82,868	10,085	4,513	3,983	180	6,336	-
Clients	6,386	-	6,386	7	-	27	-	-	20	60	2,504	-	3,768	-	-	-
<b>INSURANCE</b>																
Malpractice & Bonding	56,017	5,316	50,701	8,980	784	3,854	1,176	3,249	13,613	7,170	7,282	616	1,904	224	1,849	-
Vehicles	9,392	891	8,501	1,506	131	846	197	545	2,283	1,202	1,221	103	319	38	310	-
Comp Property/Liability	141,060	13,389	127,671	22,617	1,975	9,707	2,863	8,183	34,285	18,060	18,342	1,562	4,797	584	4,656	-
MEMBERSHIP DUES	37,787	3,583	34,204	5,126	448	2,200	672	1,655	7,921	4,094	4,358	352	1,125	4,108	1,945	-
<b>INTEREST EXPENSE</b>																
OTHER EXPENDITURES	277,433	23,703	253,730	40,545	3,160	12,580	4,761	13,070	54,952	28,959	35,935	2,478	7,895	900	46,887	248,771
Total Expenditures	29,780,596	3,210,540	26,550,056	4,372,890	320,757	1,934,951	582,588	1,382,534	7,284,290	3,270,457	4,688,804	500,774	1,051,652	90,385	1,059,196	1,001,956
Administration Allocation	-	(3,210,540)	3,210,540	538,863	40,146	224,935	81,097	178,424	893,464	389,897	578,883	66,469	129,677	12,440	78,245	-
<b>TOTAL PROGRAM EXPENSES</b>	29,780,596	-	29,780,596	4,911,753	360,903	2,159,886	673,685	1,560,958	8,177,754	3,660,354	5,268,487	587,243	1,181,329	102,825	1,135,441	1,001,956
<b>SURPLUS/(DEFICIT)</b>	\$ 914,843	\$ -	\$ 914,843	\$ 2,365,699	\$ 244,137	\$ 100,726	\$ (158,505)	\$ (24,708)	\$ (695,491)	\$ (308,136)	\$ (394,968)	\$ (133,348)	\$ (257,711)	\$ (38,289)	\$ 189,243	\$ (504,835)

See Independent Auditor's Report.



The Mental Health Center  
of Greater Manchester

**MANCHESTER MENTAL HEALTH FOUNDATION, INC.  
AND  
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.**

**BOARD OF DIRECTORS**  
**2018 - 2019**

<b>BOARD MEMBER</b>	<b>TERM</b>	<b>TOWN REPRESENTED</b>
Philp Hastings, Chair	2015 – 2021	Goffstown
Kevin Sheppard, Vice Chair	2016 – 2022	Manchester
Sheila McNeil, Treasurer	2013 – 2019	Manchester
Thomas Lavoie, Secretary	2013 – 2019	Manchester
Capt. Allen Aldenberg	2019 – 2024	Manchester
Jeff Eisenberg	2018 – 2024	Bedford
David Harrington	2017 – 2023	Manchester
Michael Harrington	2013 – 2019	Manchester
Jaime Hoebeke	2015 – 2021	Manchester
Brent Kiley	2017 - 2023	Bedford
Tina Legere	2018 – 2024	Manchester
Lizabeth MacDonald	2016 – 2022	Manchester
Christina Mellor	2015 – 2021	Manchester
Elaine Michaud	2015 – 2021	Manchester
Theresa Ryan	2014 – 2020	Manchester
Ron Schneebaum, MD	2018 – 2024	Bedford
Andrew Seward	2016 – 2022	Manchester
Richard Shannon	2016 – 2022	Manchester
Shannon Sullivan	2014 - 2020	Manchester

**CONTRACTOR NAME**  
**THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.**  
**RFP-2019-BDAS Community-Based Adverse Childhood Experiences Crisis Team Project**  
**BUDGET PERIOD: SFY 2020**  
**Key Personnel**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
JESSICA LACHANCE	PROGRAM DIRECTOR	\$ 84,344.00	12.5 %	\$10,543.00
PATRICIA CARTY	CHIEF OPERATING OFFICER	\$ 114,441.60	2.5%	\$ 2,861.04
PAUL MICHAUD	CHIEF FINANCIAL OFFICER	\$ 124,445.00	.05%	\$ 622.22
MICHAEL McNAMARA	VP / CHIEF MEDICAL OFFICER	\$ 190,227.00	1.0%	\$ 1,902.27

## **CURRICULUM VITAE**

**MICHAEL D McNAMARA, DO, FACN**



### **PROFESSIONAL LICENSURE AND CERTIFICATION**

NH Medical License- #16646

Board Certification in Psychiatry – Diplomat of the American College of Osteopathic Neurologists and Psychiatrists 1997, Recertified 2007 & 2016 Certificate – 0432

DEA Certificate –FM4408729  
XM4408729

### **EDUCATION**

College: St. Michael's College, Winooski, Vermont, B.A., 1981

Medical School: University of New England College of Osteopathic Medicine, Biddeford, Maine, D.O., 1988

Internship: Michigan Health Center, Detroit, Michigan, 1989

Psychiatric Residency: Adult Mental Health Hospital, Woodward Avenue, Detroit, Michigan, July 1989-June 1992

### **EDUCATIONAL CONFERENCES**

Certified by the American Osteopathic Association for completion of at least 150 CME Credit hours for the following three-year cycles: 1992-1994, 1995-1997, 1998-2000, 2001-2004, 2005-2007, 2007-2010.2011-2013,



## PROFESSIONAL MEMBERSHIPS

American Osteopathic Association

American College of Osteopathic Neurologists and Psychiatrists  
-Elected as Fellow 2009

New Hampshire Osteopathic Association

American Psychiatric Association

American Osteopathic Academy of Addiction Medicine

## POSITIONS

Medical Director Mental Health Center of Greater Manchester NH- (Present- 2017)  
Psychiatrist for Mental Health Center of Greater Manchester NH 2014-present (2017)

Full member, Medical staff -Catholic Medical Center-, Manchester NH 2014—present  
(2017)

Full member, Medical staff-Elliot Hospital, Manchester NH- 2014-present (2017)

Chief of Psychiatry, North Country Hospital, Newport, Vermont 1992- (2008)

Medical Director for the mental health outpatient clinic operated by North Country  
Hospital, Northern Vermont Counseling and Psychiatric Services, 1992-(2013)

Medical provider for Suboxone outpatient clinic at North Country Hospital  
(2007- 2013)

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Clinical-Assistant-Professor, Dept of Family Medicine, UVM College of  
Medicine(2005-2012)

Past- President Vermont State Association of Osteopathic Physicians & Surgeons  
(VSAOPS) 2003-2005

President, North Country Hospital Medical Staff (2006-7)

Trustee member, North Country Hospital Board of Trustees (2006 & 2007)

Board Member- American Osteopathic Board of Neurology & Psychiatry  
2009- (June 2015)

Co-Chair American College Board of Neurology & Psychiatry-2014- June 2015

**Curriculum Vitae**  
**Michael D. McNamara, DO**

**Page 2**

Co-Chair American College Board of Neurology & Psychiatry-2014- June 2015

Board Examiner for American College Board of Neurology & Psychiatry,  
Part II Oral Psychiatric Exams, Cherry Hill NJ, 2005, 2006, 2007, 2008, 2009,  
2010,2011,2012,2013,2014,2015,2016

Program Chair (VSAOPS) for annual Vermont State CME conference at Stowe, Vermont  
2002 & 2003

Board Officer VSAOPS 1998-2005

Member of Medical Staff, North Country Hospital Medical Staff 1992- (2013)

Officer Medical staff executive committee North Country Hospital 2002-2007

Chairman of the Ethics Committee at North Country Hospital 1993-1996

Member of the North Country Hospital Ethics Committee 1992- (2013)

Member of Pharmaceutical, Therapeutic and Treatment Medical Staff Committee at  
North Country Hospital, 1992- 2008

Psychiatric Consultant to Northeast Kingdom Community Action Alcohol and Drug  
Rehabilitation Program, 1995-1997

Vermont Member of the House Delegates of the American Osteopathic Association  
Chicago, Illinois July 2003, 2004, 2005, 2006, 2007, 2008, 2009,2010,2011,2012,2013

### **CLINICAL INTERSTS**

Psychopharmacology, Mood/ Anxiety Disorders, Consult Liaison Psychiatry,  
Geriatric Psychiatry, Addiction Medicine

### **REFERENCES on request.**

Curriculum Vitae

Page 3

Michael Daniel McNamara, DO.

# Jessica Lachance

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## Education

May 2005                      Southern NH University                      Manchester, NH  
**Master of Science, Community Mental Health**

- Specialization in Adults with co-occurring Mental Illness and Substance Use Disorders

1994                              Saint Anselm College                      Manchester, NH  
**Bachelor of Arts, Psychology**

- Member of Psi Chi, National Honor Society in Psychology

## Professional experience

October 2016-present  
**The Mental Health Center of Greater Manchester**  
Director, Mobile Crisis Response Team

- Responsible for the administration, monitoring and supervision of a 24/7 Mobile Crisis Team

April 2007-present  
**The Mental Health Center of Greater Manchester**  
Coordinator of Housing, InSHAPE and Outreach Services

- Responsible for the supervision and monitoring of all residential programs within MHCGM, as well as the InShape and Housing Outreach Teams.
- Direct and indirect supervision of over 40 staff, including 2 Residential Supervisors
- Trainer and Supervisor for clinicians practicing Illness Management and Recovery
- Liaison for Manchester Housing Authority.

Jan.2004-April 2007  
**The Mental Health Center of Greater Manchester**                      Manchester, NH  
Assistant Coordinator of Assertive Community Treatment

- Assist the Coordinator of ACT in managing three assertive community treatment teams, as well as two outreach teams and a residential treatment program.
- Provide direct supervision and training to 9 full time clinical staff.

July 2001-Dec 2003  
**Mental Health Center of Greater Manchester**                      Manchester, NH  
**Supervisor - Gemini House**

- Manage the daily operations of Gemini House, a Modified Therapeutic Community for up to 15 adults diagnosed with co-occurring mental illness and substance use disorders
- Ensure that the Gemini Program is in full compliance with Department of Health and Human Services regulations for Certified Community Residences
- Provide supervision and training for 7 full time residential specialists
- Promote consistency and effective communication between residential and clinical staff
- Facilitate referrals and admissions to the Gemini Program

**Jan 2003-May 2003**

**Mental Health Center of Greater Manchester**      Manchester, NH  
**Graduate Intern – Emergency Services**

- Completed a 300 hour internship in the Emergency Services Department. Provided crisis counseling, intake and assessment, and motivational screening

**Sept 1998 – July 2001**

**Mental Health Center of Greater Manchester**      Manchester, NH  
**Residential Specialist – Gemini House**

- Provided MIMS based individual and group services to adults with co-occurring disorders, emphasizing development of community-based independent living skills, relapse prevention skills, and coping skills within a Modified Therapeutic Community
- Utilized Prochaska Model, Recovery Model, and Motivational Interviewing when working with residents
- Worked as an integral part of an Assertive Community Treatment Team
- Provided targeted feedback, support, and direction through frequent daily contact with Gemini residents

**Awards received**

Recipient of the 2003 and 2006 Mental Health Center of Greater Manchester Presidents Circle Award

Recipient of 2013 Kendall Snow Community Awareness and Advocacy Award

**References**

Furnished upon request.

**PATRICIA CARTY, MS, CCBT**  
Executive Vice President/Chief Operating Officer

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**DESCRIPTION**

Works collaboratively with members of Senior Leadership Team and is an active participant in planning and development. Attends meetings with the Board of Directors and contributes to Board effort in governing The Center. Advises the President/CEO of opportunities and trends within the environment that The Center operates, as well as analyzing the strengths and weaknesses of Center programs and personnel. Understands and incorporates The Center's mission, vision and Guiding Values and Principles in all areas of performance. Positively represents The Center to all constituent groups; including regulatory agencies, media, general public, staff, consumers and families. May be requested to take part in consultations, education activities, speakers bureau, presentations, supervision of employees toward licensure, and will be expected to take part in Quality Improvements activities.

**EDUCATION**

MS	Springfield College, Manchester Community/Psychology	1994
BA	University of Vermont Psychology	1985

**EXPERIENCE**

	The Mental Health Center of Greater Manchester	Manchester, NH
July 2015 to present	Executive Vice President/Chief Operating Officer	
2000 to July 2015	Director of Community Support Services	
1996 – 2000	Assistant Director of Community Support Services	
1990 – 1996	Assistant Coordinator, Restorative Partial Hospital	
1987 – 1990	Counselor, Restorative Partial Hospital	
1986 – 1987	Residential Specialist	

**PROFESSIONAL AFFILIATIONS, MEMBERSHIPS, LICENSES, CERTIFICATIONS, AND AWARDS**

- 2019 Outstanding Woman in Business Award Recipient-NH Business Review
- National Association of Cognitive Behavioral Therapists
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- 1998 Recipient of the Mental Illness Administrator of the Year Award by the National Alliance for the Mentally Ill
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire MHCGM-DBT treatment program

**PATRICIA CARTY, MS, CCBT**  
Executive Vice President/Chief Operating Officer

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**PUBLICATIONS**

The Trauma Recovery Group: A Cognitive-Behavioral Program for Post-Traumatic Stress Disorder in Persons with Severe Mental Illness. Community Mental Health Journal, Vol. 43, No. 3, June 2007.

Co-authored Chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality. Edited by Sederer & Dickey, 2001.

Psychometric Evaluation of Trauma and Post-traumatic Stress Disorder Assessment in Persons with Severe Mental Illness. Psychology Assessment, 2001. Vol. 13, No. 1, 110-117.

HIV Risk Factors Among People with Severe Mental Illness in Urban and Rural Areas. Psychiatric Services. April 1999.

Trauma and Post-traumatic Stress Disorder in Severe Mental Illness. Journal of Consulting and Clinical Psychology. 1998. Vol. 49, No. 10, 1338-1340.

Integrating Dialectical Behavior Therapy into a Community Mental Health Program. Psychiatric Services. October 1998. Vol. 49, No. 10, 1338-1340.

**PAUL J. MICHAUD**  
**MSB, BS**

Seasoned professional with 30 years of financial management, reporting, and leadership experience, inclusive of general ledger oversight & reconciliations, month-end close, payroll, A/P, A/R, budgeting / forecasting, variance analysis, product costing, revenue cycle management, revenue enhancement, treasury / cash-flow forecasting, environmental & operational analysis, staff supervision, H/R, workers comp. and insurance / risk administration, regulatory and statutory reporting, external audits, strategic planning, policy development, grants / funding management, technology implementation, EMR, compliance, and security.

**LEADERSHIP POSITIONS**

<b><u>Chief Financial Officer</u></b>	The Mental Health Center Of Greater Manchester (NH)	2011 to present
<b><u>Controller</u></b>	Associated Home Care, Inc. Beverly, MA	2009 to 2011
<b><u>Chief Financial Officer</u></b>	Seacoast VNA, North Hampton, NH	1998 to 2009
<b><u>Manager, Public Accounting</u></b>	Berry, Dunn, McNeil & Parker, CPA	1996 to 1998
<b><u>Director, Budget &amp; Cost / Controller</u></b>	BCBS of Maine, So. Portland, ME	1993 to 1996

**Key Accountabilities:** Oversight of all accounting, financial reporting, transaction processing, budgets / forecasts, A/R, A/P, G/L, payroll, I/T, product costing, profitability analysis, and vendor contracting. Regular collaboration with Senior Management Team, Finance Committees, Board of Directors, external auditors, and federal / state regulators. Other responsibilities include: revenue cycle & cash flow management, analysis and resolution of forecast variances, management of billing, A/R and collections, banking, investor, lender relationships, new business development, staff recruitment, supervision, training, benefits / retirement plans administration, cost accounting, operational analyses, systems integration, development and maintenance of accounting and management information systems. Duties also include assessing risk exposure & insurance coverage, M & A evaluations and due diligence, grant applications, and preparation of corporate income tax schedules and support ( Forms 990 and 1120 )

***Significant Accomplishments – Post-Acute Healthcare facilities:***

Key member of EMR implementation team (billing, A/R, Accounting, registration functions)  
Financial oversight during period of 100% revenue growth  
Financial oversight during period of national Top 500 Agency Status  
Financial oversight during period of 300% reduction in Days in A/R  
One-year oversight – due diligence process – Merger with \$50 million entity

**Audit / Consulting Manager**

Berry, Dunn, McNeil & Parker, CPA's & Management Consultants 1996 to 1998  
Provided consultation and advisory services to hospitals, nursing homes, ALF's, and other healthcare facilities (acute & post-acute) in areas of reimbursement, financial planning and reporting and systems evaluations and integration. Coordinated and supervised audit engagements, regulatory report preparation, feasibility studies, due diligence, financial forecasts and projections, and operational and compliance reviews. Assisted clients with regulatory licensing and certifications.

*Paul J. Michaud*  
*Page 2*

**Budget Director, Finance Division, Budget & Cost Department**

Blue Cross & Blue Shield of Maine      So. Portland, ME      1993 through 1996  
Directed corporate administrative budgeting and forecasting process for Maine's largest managed care organization. Determined, distributed, analyzed, and forecast annual operating expenses in excess of \$70 million. Oversight responsibilities of administrative expense reimbursement for all federal and state contracts. Supervised professional and administrative staff. A/P. Payroll, G/L, financial & budget variance reporting & analysis. Interim appointment as VP of Finance.

***Significant Accomplishments:***

Reorganized corporate budgeting and costing process, converting to electronic format while enhancing routine communications with department heads and improving variance reporting.  
Restructured payroll and A/P functions resulting in operational and economic efficiencies.  
Collaborated with senior management in major corporate reorganization to streamline operations and reduce administrative costs. Reduced administrative budget in excess of 25%.  
Appointed to corporate job evaluation and compensation committee

**Audit Manager, Medicare Fiscal Intermediary**

Blue Cross & Blue Shield of Maine      So. Portland, ME      1985 through 1993

Oversight responsibilities for Medicare cost report audit and reimbursement functions for hospital complexes, home health care agencies, skilled nursing facilities, and other healthcare providers. Interpreted and applied federal program laws, regulations and cost reporting instructions. Interacted with provider officers and external consultants, CPA's and federal program officials. Staff supervision.

***Accomplishments:***

Planned, organized and implemented New England Regional Home Health Agency audit department in 1986, inclusive of development of audit programs and policies, fraud and abuse detection programs, staff recruitment and training, and all related administrative and management functions.  
Administered annual audit and provider service functions resulting in HCFA recognition of Blue Cross & Blue Shield of Maine as one of the leading and most cost efficient audit intermediaries in the entire country based upon federal performance and quality standards. (1989 through 1995)

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**Staff Auditor – Public Accounting**

Planned and conducted audit examinations and prepared financial statements and tax returns for clients within the retail, financial services, healthcare and manufacturing industries.

Arthur Young & Company, Portland, Maine      1982 through 1983

**EDUCATIONAL EXPERIENCE**

**Husson College, Bangor, Maine**  
**Masters of Science in Business Administration (MSB – Accounting Concentration)      1990**  
**Husson College, Bangor, Maine**  
**Bachelor of Science in Accounting (BSA)      1980**

**TECHNICAL PROFICIENCIES**

Microsoft Office Products – Excel, Word, Powerpoint, database management tools  
Various accounting & patient billing programs ( *Quantum, myAvatar, QuickBooks, MAS 90, MISYS, HAS, CERNER* )

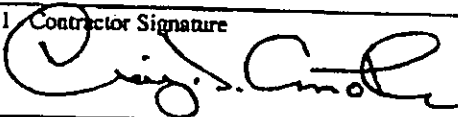
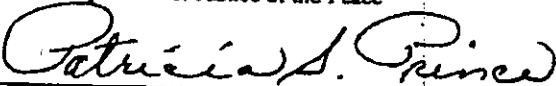




**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Community Council of Nashua, NH dba Greater Nashua Mental Health		1.4 Contractor Address 100 Pearl Street Nashua NH 03060	
1.5 Contractor Phone Number (603) 889-6147	1.6 Account Number <i>CA 9-9-19</i> 05-95-92-920510- 90400000-102-50031	1.7 Completion Date September 29, 2020	1.8 Price Limitation \$300,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CRAIG D. AMOTH PRESIDENT AND CEO	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>HILLSBOROUGH</i> On <i>8/15/2019</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                       (Seal) <i>Patricia S. Prince</i> </div> <div style="text-align: right;"> <b>PATRICIA S. PRINCE</b>                      Notary Public - New Hampshire                      My Commission Expires July 19, 2022                 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>PATRICIA S. PRINCE, Notary Public</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <i>Katja S. Fox Director</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <i>8/21/19</i> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>8/31/2019</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Community-Based Adverse Childhood Experiences Crisis Team Project (RFP-2019-BDAS-13-COMMU)

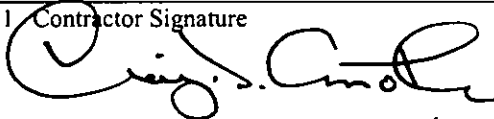
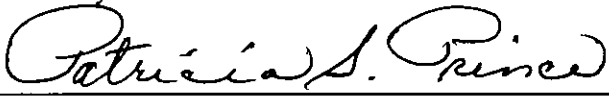

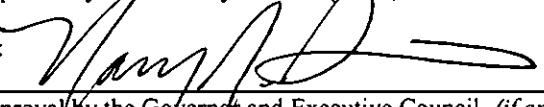
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Community Council of Nashua, NH dba Greater Nashua Mental Health		1.4 Contractor Address 100 Pearl Street Nashua NH 03060	
1.5 Contractor Phone Number (603) 889-6147	1.6 Account Number	1.7 Completion Date September 29, 2020	1.8 Price Limitation \$300,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
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1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>8/15/2019</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] 		<b>PATRICIA S. PRINCE</b> Notary Public - New Hampshire My Commission Expires July 19, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace <u>PATRICIA S. PRINCE, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Katja S Fox Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/30/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials CA  
Date 8/5/19



New Hampshire Department of Health and Human Services  
Community-Based Adverse Childhood Experiences Crisis Team Project

Exhibit A

**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
- 1.4. The Contractor shall post its address, phone numbers program contact information and, if appropriate, hours of operation and services offered on its Internet website.
- 1.5. The Contractor shall ensure services are available to children 0 to 18 years of age and their families directly affected by an opioid misuse event in their service areas of the Greater Nashua Area and City of Hudson.

**2. Scope of Services**

- 2.1. The Contractor shall collaborate with the Department to develop and implement a Community-Based Adverse Childhood Experiences Crisis Team to be mobilized and present in cases of an overdose where children are present and which consists of:
  - 2.1.1. A police officer;
  - 2.1.2. A crisis services advocate; and
  - 2.1.3. A community health worker.
- 2.2. The Contractor shall provide evidence-based prevention services which shall include, but not be limited to:
  - 2.2.1. Screening;
  - 2.2.2. Crisis intervention; and
  - 2.2.3. Referral for services and supports.
- 2.3. The Contractor's Crisis Team shall be accessed through the Contractor's crisis



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**Exhibit A**

telephone number, which will be:

- 2.3.1. Answered 24-hours per day, 7-days per week (24/7) by a mental health professional clinician who specializes in children's mental health and is skilled in crisis triage; and
- 2.3.2. Coordinated with New Hampshire 2-1-1.
- 2.4. The Contractor's clinician shall obtain information from a caller about the incident, the individuals present, and ask the following questions to assess safety prior to sending staff to the location:
  - 2.4.1. Has a parent given permission to contact the Community-Based Adverse Childhood Experiences Crisis Team to respond to their home or other location?
  - 2.4.2. Is there a police officer currently on site? Will he/she be staying on site or returning to the site to meet Greater Nashua Mental Health (GNMH) staff?
  - 2.4.3. Who will be opening the door?
  - 2.4.4. Who else lives in the home and what are their ages?
  - 2.4.5. Who is in the home currently?
  - 2.4.6. Does anyone else in the home use substances, and/or currently under the influence?
  - 2.4.7. Are there pets in the home? Are they aggressive pets?
  - 2.4.8. Are there weapons in the home and if so, are they secured?
  - 2.4.9. Is anyone in the home violent or aggressive?
  - 2.4.10. Is there domestic violence present?
- 2.5. The Contractor's clinician answering the call shall use GNMH's electronic health record (EHR) to ascertain if the youth present at the incident is a current or previous client of the Center. If there is a Crisis Plan on file in the EHR, this information will be relayed to the staff who respond in order to inform the determination of where the intervention can safely occur within an hour from the time of the call.
  - 2.5.1. Other information about the police clearing the scene, presence of weapons, drugs, or animals and the potential for violence shall be gathered;



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Community-Based Adverse Childhood Experiences Crisis Team Project**

**Exhibit A**

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- 2.5.2. The clinician shall contact the police, if they were not the caller, to assist in determining the safety of responding and/or to meet the team at the location;
  - 2.5.3. Upon safety determination for Crisis Team to respond, the clinician assigned to the phone shall contact the on-call Crisis Services Advocate and the Recovery Support Worker and provide them with the location, and ascertain their estimated arrival time to coordinate with the police if needed.
  - 2.5.4. Response times shall be recorded and monitored as part of a quality improvement process;
  - 2.5.5. Crisis assessments and interventions shall be performed and documented by the Crisis Services Advocate when provided;
  - 2.5.6. The Recovery Support Worker shall provide support to family members or other adults present in the home, in addition to the youth; and
  - 2.5.7. Shall provide information about community supports to youth and family members impacted by their own or a loved one's substance misuse.
- 2.6. The Contractor's Crisis Services Advocate and the Recovery Support Worker shall use the SAFER Model to guide their interactions, which defines the tasks of immediate crisis response as:
- 2.6.1. Stabilize the situation;
  - 2.6.2. Acknowledge the crisis;
  - 2.6.3. Facilitation of understanding;
  - 2.6.4. Encouragement of adaptive coping; and
  - 2.6.5. Restoration of independent functioning or referral for continued care.
- 2.7. The Contractor shall collaborate with the local police departments and community organizations necessary to ensure children and their families have access to appropriate and timely support and services, which may include, but





**New Hampshire Department of Health and Human Services  
Community-Based Adverse Childhood Experiences Crisis Team Project**

**Exhibit A**

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- are not limited to:
- 2.7.1. Schools;
  - 2.7.2. Doorways;
  - 2.7.3. Law Enforcement;
  - 2.7.4. Mental Health Providers;
  - 2.7.5. Division for Children, Youth and Families (DCYF);
  - 2.7.6. Community Programs; and
  - 2.7.7. Family Services Centers.
- 2.8. The Contractor shall provide crisis intervention services within one hour to children who are present in situations where a family or household member experiences an overdose, as a result of opioid use, in the greater Nashua region and Hudson, including, but not limited to:
- 2.8.1. Staffing a 24/7 phone line;
  - 2.8.2. Coordinating with police;
  - 2.8.3. Contracting with a recovery center;
  - 2.8.4. Using a standard screening protocol;
  - 2.8.5. Providing other screening and crisis stabilization services as necessary;
  - 2.8.6. Providing referrals and linkages to services;
  - 2.8.7. Providing transportation.
- 2.9. The Contractor shall provide services to children and families in the greater Nashua region and Hudson regardless of their ability to pay and shall use the sliding fee discounts mechanism when necessary.
- 2.10. The Contractor's array of comprehensive behavioral health services include, but are not limited to:
- 2.10.1. Individual, Couples, Family, and Group Therapy for Adults and Children;
  - 2.10.2. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH);
  - 2.10.3. Community Support Services including an Integrated Dual Disorders Treatment (IDDT) Team for adults with significant mental illness and



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- substance use disorders and First Episode Psychosis (FEP) services;
- 2.10.4. Assertive Community Treatment (ACT) Teams for Adults and Children;
- 2.10.5. Psychiatric Evaluation and Treatment for Adults and Children;
- 2.10.6. Mental Health Court Program;
- 2.10.7. 24-Hour Emergency Services;
- 2.10.8. Substance Use Disorder Services using the MATRIX Curriculum;
- 2.10.9. Drug Court Treatment Program for Hillsborough County Superior Court Southern District;
- 2.10.10. Illness Management and Recovery (IMR);
- 2.10.11. School-Based Behavioral Health Services;
- 2.10.12. Child Impact Seminars for Parents; and
- 2.10.13. Homeless Outreach Services.
- 2.11. The Contractor shall provide face-to-face crisis appointments the same or next day for initial appointment for those callers being able to be managed in the community rather than referred to a local emergency department.
- 2.12. The Contractor's staff shall wear vests that identify them as part of the Crisis Team to avoid confusion about their role if there are multiple first responders present on a scene.
- 2.13. The Crisis Team shall focus on providing psychological first aid by:
  - 2.13.1. Asking the child and family about the situation;
  - 2.13.2. Providing information about stress and common reactions; and
  - 2.13.3. Conducting a screening to determine an appropriate plan for follow up, which includes, but is not limited to:
    - 2.13.3.1. The Ages and Stages Questionnaire (ASQ) for children under the age of 5 ½ years of age; and
    - 2.13.3.2. The Columbia Suicide Severity Rating Scale (C-SSRS) which is available for very young children as well as for those ages six (6) years and up; and
    - 2.13.3.3. Other tools as needed to support the assessment of risk of danger to others and determining level of care for individuals with substance use disorders.
- 2.14. The Contractor's Crisis Team assessments shall result in a crisis treatment plan



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**Exhibit A**

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that outlines:

- 2.14.1. The needed interventions and supports to stabilize the youth and family's crisis as rapidly as possible;
  - 2.14.2. Promote a return to a pre-crisis level of functioning; and
  - 2.14.3. Include follow up by the Crisis Team.
- 2.15. The Contractor's Crisis treatment plans outline the needed interventions, including, but not limited to:
- 2.15.1. Ongoing assessment;
  - 2.15.2. Temporary change in residence;
  - 2.15.3. Skill development;
  - 2.15.4. Environmental analysis and change;
  - 2.15.5. Peer support;
  - 2.15.6. Connection to services, and benefits, that are required to stabilize the crisis in a community/natural environment as much as possible; and
  - 2.15.7. Interventions shall maintain existing mental health services currently being utilized by the youth and family, if appropriate and shall include referral to community-based services and supports both within and outside of GNMH as needed, which may include coordination with:
    - 2.15.7.1. NH 2-1-1;
    - 2.15.7.2. DCYF
    - 2.15.7.3. The Suicide Hotline; and
    - 2.15.7.4. The Doorway.
  - 2.15.8. Transportation:
    - 2.15.8.1. Transportation shall be available to bring an individual experiencing a psychiatric crisis to the most supportive and appropriate setting. This may occur through:
      - 2.15.8.1.1. Staff providing a ride;
      - 2.15.8.1.2. Staff arranging for transportation, such as a taxi; and
      - 2.15.8.1.3. Staff enlisting someone in the individual's natural support system.
    - 2.15.8.2. Transportation to return the person to their natural environment

*CA*

*8/25/19*



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**Exhibit A**

after receiving crisis services.

- 2.16. The Contractor's Crisis Team staff shall keep clients engaged following a crisis and ensure that they have connected with treatment and services discussed to prevent future crisis.
  - 2.16.1. The Crisis Team staff shall provide post-crisis follow-up in person and through phone calls to all individuals within 24 hours of the initial contact;
  - 2.16.2. Follow-up appointments, scheduled at the initial event, shall be conducted by the same staff that responded to the crisis, to the extent possible, during office hours, as often as needed for a period of seven (7) days, to ensure stabilization and/or referral to ongoing services and supports.
  - 2.16.3. A phone call to the parent of the involved youth shall be made to encourage continuation of the plan and to further assess need for intervention, should the family not consent to an in-person follow-up meeting.
- 2.17. The Crisis Team shall provide developmentally appropriate information for the age of the youth(s) involved.
  - 2.17.1. For children under the age of 5 1/2 years, ACEs Crisis Team members shall provide the Intervention Activity Sheet that coincides with the youth's age(s) from the ASQ-3.
  - 2.17.2. The Crisis Team shall have access to an on-call medical staff, Psychiatrist or Advanced Practice Registered Nurse (APRN), and an on-call administrator if needed for consultation.
- 2.18. The Contractor has an established working relationship related to shared clients being referred to or served by, the Nashua region's Mobile Crisis Response Team (MCRT), which includes, but is not limited to regular contact between GNMH and MCRT staff.
- 2.19. The Contractor shall collaborate with the MCRT to establish protocols for the Crisis Team and work together to prevent duplication of services.
- 2.20. The Contractor shall contact the MCRT in situations where an adult requires crisis services beyond the scope of this project and the MCRT shall contact the Crisis Team if they receive a call indicating a minor is present at the scene of an opioid overdose in Nashua or Hudson.
- 2.21. The Contractor shall continue establishing collaborative relationships with community health workers, law enforcement agencies, schools, child protection services, child health and behavioral health agencies and other social services



**New Hampshire Department of Health and Human Services  
Community-Based Adverse Childhood Experiences Crisis Team Project**

**Exhibit A**

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- agencies.
- 2.22. The Contractor shall continue its relationship with:
- 2.22.1. Many of the schools in its service area within which they provide direct behavioral health services to youth; and
  - 2.22.2. The DCYF for assistance in evaluation for the need of mental health services for those they support in the Contractor's region.
- 2.23. The Contractor shall have multiple levels of staff in order to have the flexibility to respond to multiple concurrent crisis if needed, which includes, but is not limited to:
- 2.23.1. One (1) clinician experienced working with youth and families in crisis to answer calls at all times.
    - 2.23.1.1. The clinician shall contact the police, if not the caller, and the on-call Crisis Services Advocate and Recovery Support Worker as soon as it is determined that it is safe for them to respond;
    - 2.23.1.2. Should another call come into the phone requiring a community response, the clinician shall contact the backup Recovery Support Worker and shall themselves go to the second location;
    - 2.23.1.3. Phone calls shall be forwarded to GNMH's main Acute Care Services (ACS) phone line to be answered until the original clinician is able to return to answering the phone calls;
    - 2.23.1.4. Should a third concurrent response be necessary, the clinician assigned to the main ACS phone line could be the third advocate and the Director of the ACS or other community agencies could also be contacted to assist.
- 2.24. The Contractor shall train all staff covering any of GNMH's crisis lines to take calls for the Crisis Team.
- 2.25. The Contractor shall accept calls from the Nashua and Hudson Police Departments, American Medical Response (AMR) and the Doorway on its 24/7 crisis line for youth and their families.
- 2.26. The Contractor shall ensure the communities and partners within the proposed contract area are aware of and can access these services and supports by



**New Hampshire Department of Health and Human Services  
Community-Based Adverse Childhood Experiences Crisis Team Project**

**Exhibit A**

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providing:

- 2.26.1. Information about the goals of the project;
  - 2.26.2. How the services will be accessed;
  - 2.26.3. Identifying stakeholder groups; and
  - 2.26.4. Conducting a series of stakeholder meetings in the region to explain the services and provide concrete information about the scope.
- 2.27. The Contractor shall present different stakeholder groups with information and training about interfacing with the new services that relate to their specific venues.
- 2.28. The Contractor's presentations shall include, but not be limited to:
- 2.28.1. Information about the essential components of the new services;
  - 2.28.2. How to access the services;
  - 2.28.3. Information related to the model of care with focus on being strength-based, trauma informed, and capable of working with specialized high risk groups, including those who are dually diagnosed with Mental Health and Substance Use Disorders.

### **3. Reporting**

- 3.1. The Contractor shall submit monthly statistical reports to the Department of de-identified aggregate data on the tenth (10<sup>th</sup>) day of each month. These monthly reports shall include, but are not limited to:
- 3.1.1. A brief summary of activities to date;
  - 3.1.2. Dates of stakeholder meetings in the region, including stakeholders who participated;
  - 3.1.3. Response times;
  - 3.1.4. Number of children served;
  - 3.1.5. Number of family members served;
  - 3.1.6. Number of other adults present in home served;
  - 3.1.7. Supports provided;
  - 3.1.8. Number of face-to-face crisis appointments provided;
  - 3.1.9. Number of individuals referred to
    - 3.1.9.1. Doorways;



New Hampshire Department of Health and Human Services  
Community-Based Adverse Childhood Experiences Crisis Team Project

Exhibit A

- 3.1.9.2. Schools;
  - 3.1.9.3. Law Enforcement;
  - 3.1.9.4. Mental Health providers;
  - 3.1.9.5. Recovery centers;
  - 3.1.9.6. DCYF;
  - 3.1.9.7. Community programs;
  - 3.1.9.8. Transportation services; and
  - 3.1.9.9. Family services centers.
- 3.2. The Contractor shall demonstrate, through adequate maintenance of records, and provide to the Department upon request, a report detailing expenses related to these services, ensuring funds will not be used for services other than those identified in Section 2. Scope of Services.

#### 4. Staffing

- 4.1. The Contractor shall have sufficient staffing, including any proposed alternative staff, to cover services provided under this contract, which shall include, but not be limited to:
- 4.1.1. Mental Health Professional Clinician whose duties shall encompass answering the 24/7 phone line;
  - 4.1.2. One (1) .5 FTE Crisis Services Coordinator whose duties shall be for coordinating the on-call schedule of Crisis Services Advocates;
  - 4.1.3. Crisis Services Advocates whose duties shall encompass crisis assessments, interventions and documentation.
  - 4.1.4. An on-call APRN or MD to take calls from staff for consultation;
- 4.2. The Contractor's contracted staff are as follows:
- 4.2.1. One (1) .5 FTE Recovery Support Worker/Community Health Worker to respond along with the Crisis Services Coordinator to ensure that the staff accompanying the CSA is aware of services for youth and families impacted by Substance Use Disorders;
  - 4.2.2. Police Officer:
    - 4.2.2.1. A Memorandum of Understanding (MOU) with the local police



**New Hampshire Department of Health and Human Services  
Community-Based Adverse Childhood Experiences Crisis Team Project**

**Exhibit A**

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departments shall be developed indicating points of contact.

- 4.2.3. Other Resources including on-call staff who are trained in services and are able to provide backup.

**5. Performance Measure**

- 5.1. The Contractor shall administer satisfaction surveys with Department approval to its community providers and report a minimum of 95% satisfaction with services provided.

**6. State Opioid Response (SOR) Grant Standards**

- 6.1. In order to receive payments for services provided through SOR grant funded initiatives, the Contractor shall establish formal information sharing and referral agreements with all Regional Hubs for substance use services that comply with all applicable confidentiality laws, including 42 CFR Part 2.
- 6.2. The Contractor shall provide the Department with timelines and implementation plans associated with SOR funded activities to ensure services are in place within thirty (30) days of the contract effective date.
- 6.2.1. If the Contractor is unable to offer services within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.
- 6.2.2. The Department reserves the right to terminate the contract and liquidate unspent funds, if services are not in place within ninety (90) days of the contract effective date.
- 6.3. The Contractor shall coordinate with the NH Ryan White HIV/AIDs program for clients identified as at risk of or with HIV/AIDS.





**New Hampshire Department of Health and Human Services  
Community-Based Adverse Childhood Experiences Crisis Team Project**

**Exhibit B**

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**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds and federal funds as follows: 100% Federal Funds from the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, State Opioid Response Grant.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
  - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1 Budget and Exhibit B-2 Budget.
  - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [melissa.girard@dhhs.nh.gov](mailto:melissa.girard@dhhs.nh.gov), or invoices may be mailed to:

Financial Administrator  
Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
129 Pleasant Street

*CA*  
8/15/19



**New Hampshire Department of Health and Human Services  
Community-Based Adverse Childhood Experiences Crisis Team Project**

**Exhibit B**

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Concord, NH 03301

8. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
10. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

CA

8/15/19

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

Contractor name: **Community Council of Nashua d/b/a Greater Nashua Mental Health**

Budget Request for: **Community Based Adverse Childhood Experiences Crisis Team Project**

Budget Period: **8/1/2018 - 7/31/2020**

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 159,637.50	\$ 19,156.50	\$ 178,794.00	\$ 38,741.67	\$ 4,848.00	\$ 43,589.67	\$ 120,695.83	\$ 14,507.50	\$ 135,403.33
2. Employee Benefits	\$ 44,696.50	\$ 5,363.82	\$ 50,060.32	\$ 10,847.67	\$ 1,301.72	\$ 12,149.39	\$ 33,650.83	\$ 4,062.10	\$ 37,912.93
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 1,090.00	\$ 130.80	\$ 1,220.80	\$ 1,090.00	\$ 130.80	\$ 1,220.80	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 200.00	\$ 24.00	\$ 224.00	\$ 200.00	\$ 24.00	\$ 224.00	\$ -	\$ -	\$ -
6. Travel	\$ 4,666.67	\$ 500.00	\$ 4,666.67	\$ -	\$ -	\$ -	\$ 4,666.67	\$ 500.00	\$ 4,666.67
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephones	\$ 750.00	\$ 80.00	\$ 840.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 80.00	\$ 840.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 3,310.00	\$ 397.20	\$ 3,707.20	\$ 282.16	\$ 35.06	\$ 317.22	\$ 3,017.84	\$ 362.14	\$ 3,379.98
12. Subcontracts/Agreements	\$ 41,841.67	\$ 5,033.00	\$ 46,874.67	\$ -	\$ -	\$ -	\$ 41,841.67	\$ 5,033.00	\$ 46,874.67
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Training Time and Materials to Train PD	\$ 1,000.00	\$ 120.00	\$ 1,120.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ 120.00	\$ 1,120.00
Visits	\$ 240.00	\$ 28.80	\$ 268.80	\$ -	\$ -	\$ -	\$ 240.00	\$ 28.80	\$ 268.80
<b>TOTAL</b>	\$ 256,634.33	\$ 30,844.12	\$ 287,478.45	\$ 51,171.48	\$ 6,140.58	\$ 57,312.07	\$ 205,862.84	\$ 24,703.54	\$ 230,566.38

Indirect As A Percent of Direct 12.0%

Contractor Initials: *GA*  
Date: *9/15/19*

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

Contractor name: Community Council of Nashua, NH dba Greater Nashua Mental Health

Budget Request for: Community Based Adverse Childhood Experiences Crisis Team Project

Budget Period: SFY21 (3 months - 7/1/2020-9/30/2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 48,360.00	\$ 3,803.20	\$ 54,163.20	\$ 10,875.00	\$ 1,281.00	\$ 11,956.00	\$ 37,685.00	\$ 4,522.20	\$ 42,207.20
2. Employee Benefits	\$ 13,540.80	\$ 1,624.90	\$ 15,165.70	\$ 2,889.00	\$ 358.68	\$ 3,347.68	\$ 10,551.80	\$ 1,266.22	\$ 11,818.02
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 60.00	\$ 7.20	\$ 67.20	\$ 60.00	\$ 7.20	\$ 67.20	\$ -	\$ -	\$ -
6. Travel	\$ 1,250.00	\$ 150.00	\$ 1,400.00	\$ -	\$ -	\$ -	\$ 1,250.00	\$ 150.00	\$ 1,400.00
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 225.00	\$ 27.00	\$ 252.00	\$ -	\$ -	\$ -	\$ 225.00	\$ 27.00	\$ 252.00
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 12,282.50	\$ 1,473.90	\$ 13,756.40	\$ -	\$ -	\$ -	\$ 12,282.50	\$ 1,473.90	\$ 13,756.40
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 75,718.30	\$ 9,086.20	\$ 84,804.50	\$ 13,724.00	\$ 1,646.88	\$ 15,370.88	\$ 61,994.30	\$ 7,438.32	\$ 69,432.62

Indirect As A Percent of Direct 12.0%

Contractor Initials: *RA*  
Date: *9/15/19*



**SPECIAL PROVISIONS**

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

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



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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





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

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

**20. Contract Definitions:**

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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8/15/19



New Hampshire Department of Health and Human Services  
Exhibit C-1

**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

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

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

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

**2. Renewal**

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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8/18/19



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

CA  
8/15/19




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

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

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

Vendor Name:

8/15/19  
Date

  
Name: Craig D. Amory  
Title: Pres. & CEO



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

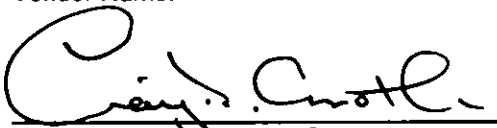
- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under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

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

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

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

8/15/19  
Date

Vendor Name:  
  
Name: Craig D Amos  
Title: Pres. & CEO



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

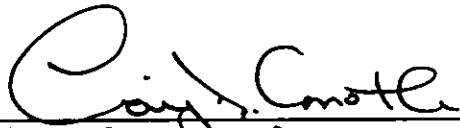
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

**LOWER TIER COVERED TRANSACTIONS**

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

Date 8/15/19

Vendor Name:

  
Name: RAYMOND D. AMORE  
Title: PRES. & CEO

Vendor Initials CA  
Date 8/15/19



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

The Vendor 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:

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

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

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

Exhibit G

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

Vendor Initials

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*8/15/19*



New Hampshire Department of Health and Human Services  
Exhibit G



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

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

8/15/19  
Date

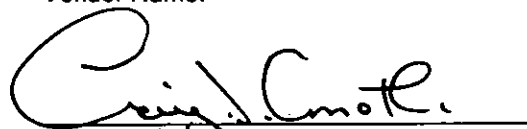
Vendor Name:  
  
Name: Craig D. Amoth  
Title: Pres. & CEO

Exhibit G

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

Vendor Initials CA

Date 8/15/19



**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 Vendor 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 Vendor 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.

Vendor Name:

Name: Camille D. Amoretti  
Title: Pres. & CEO

8/15/19  
Date



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

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

**(1) Definitions.**

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

*CA*

*8/15/19*



Exhibit I

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

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

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

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Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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

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Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Director  
Name of Authorized Representative

Katja S Fox  
Title of Authorized Representative

8/26/19  
Date

Greater Nashua Mental Health  
Name of the Vendor

Craig Condit  
Signature of Authorized Representative

Craig D. Amory  
Name of Authorized Representative

Pres. & CEO  
Title of Authorized Representative

8/15/19  
Date





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

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

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

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

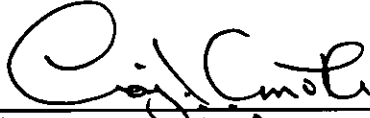
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor 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 Vendor 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.

Vendor Name:

8/15/19  
Date

  
Name: Conrad D. Amott  
Title: Pres. CEO



**FORM A**

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

1. The DUNS number for your entity is: 081249823

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

NO                       YES

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

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

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

NO                       YES

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

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

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

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



A. Definitions

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

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

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

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



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

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

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

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

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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



DHHS Information Security Requirements

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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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





DHHS Information Security Requirements

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

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Exhibit K

DHHS Information Security Requirements

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

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

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

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

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

*CA*

9/5/19



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

*CA*

*8/15/19*

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Greater Nashua Mental Health Center.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted by the Executive Committee of the Board of Directors  
of the Agency duly held on August 15 2019:  
(Date)

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

is hereby authorized on behalf of this Agency to enter into the said contract for the Community-based Adverse Childhood Experiences Crisis Team Project (RFP-2019-BDAS-13-COMMU) with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 15 day of August, 2019.  
(Date Contract Signed)

4. Craig D. Amoth is the duly elected President & CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

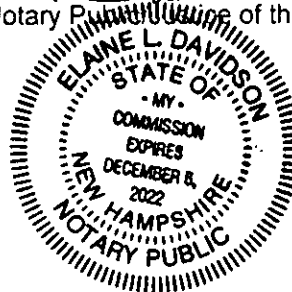
The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of Aug, 2019.

By Tanya Spony  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Commissioner of the Peace)

(NOTARY SEAL)

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



## Business Information

### Business Details

---

Business Name:	THE COMMUNITY COUNCIL OF NASHUA, N.H.	Business ID:	63050
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	12/24/1923	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	12/24/1923		
Principal Office Address:	100 W. Pearl St, Nashua, NH, 03060, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

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### Principal Purpose

S.No	NAICS Code	NAICS Subcode
------	------------	---------------

No records to view.

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### Principals Information

No Principal(s) listed for this business.

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[\(/online/Home/\)](#)  Back to Home [\(/online\)](#)

## Registered Agent Information

---

Name: Not Available

Registered Office Not Available  
Address:

Registered Mailing Not Available  
Address:

---

## Trade Name Information

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Business Name	Business ID	Business Status
Center for Psychiatric Advancement (/online/BusinessInquire/TradeNameInformation? businessID=360811)	542804	Expired
THE BARGAIN HUNTER (/online/BusinessInquire/TradeNameInformation? businessID=46716)	138779	Expired
Greater Nashua Mental Health Center at Community Council (/online/BusinessInquire/TradeNameInformation? businessID=502683)	604020	Active
INTEGREAT HEALTH (/online/BusinessInquire/TradeNameInformation? businessID=619724)	793678	Active
GREATER NASHUA MENTAL HEALTH (/online/BusinessInquire/TradeNameInformation? businessID=634212)	807172	Active

---

## Trade Name Owned By

---

Name	Title	Address
------	-------	---------

---

## Trademark Information

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Trademark Number	Trademark Name	Business Address	Mailing Address
------------------	----------------	------------------	-----------------

No records to view.

---

[Filing History](#)      [Address History](#)      [View All Other Addresses](#)      [Name History](#)  
[Shares](#)      [Businesses Linked to Registered Agent](#)      [Return to Search](#)      [Back](#)

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## Filing History

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<b>Business Name</b>	<b>Business ID</b>
THE COMMUNITY COUNCIL OF NASHUA, N.H.	63050

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0003186377	11/09/2015	11/09/2015	Annual Report	2015
0000661057	04/14/2011	04/14/2011	Reinstatement	2010
0000661056	02/15/2011	02/15/2011	Admin Dissolution/Suspension	N/A
0000661055	10/11/2010	10/11/2010	Reminder Letter	N/A
0000661054	12/22/2005	12/22/2005	Annual Report	2005
0000661053	04/20/2001	04/20/2001	Reinstatement	2000
0000661052	02/01/2001	02/01/2001	Admin Dissolution/Suspension	N/A
0000661051	11/20/1995	11/20/1995	Annual Report	1995
0000661050	02/12/1990	02/12/1990	Annual Report	1990
0000661049	01/02/1976	01/02/1976	Annual Report	N/A
0000661048	06/01/1956	06/01/1956	Annual Report	N/A
0000661047	12/24/1923	12/24/1923	Business Formation	N/A

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# State of New Hampshire

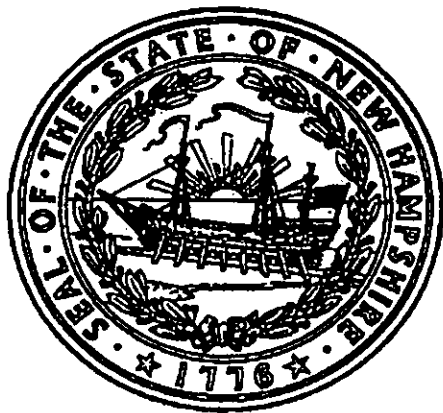
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA MENTAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on November 13, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 807172

Certificate Number: 0004503702



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of April A.D. 2019.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/23/2019

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

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

<b>PRODUCER</b> Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	<b>CONTACT NAME:</b> Cathy beauregard <b>PHONE (A/C, No, Ext):</b> 603-882-2766 <b>E-MAIL ADDRESS:</b> mberube@eatonberube.com	<b>FAX (A/C, No):</b> 603-886-4230
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> COMCOS Community Council of Nashua NH Inc. 100 West Pearl St Nashua NH 03060	<b>INSURER A:</b> Scottsdale Insurance Co	
	<b>INSURER B:</b> Selective Insurance Group	
	<b>INSURER C:</b> Eastern Alliance Insurance Group	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1077059954                      **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.

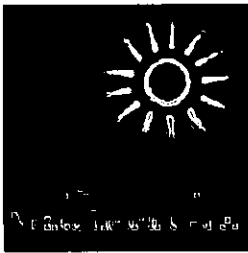
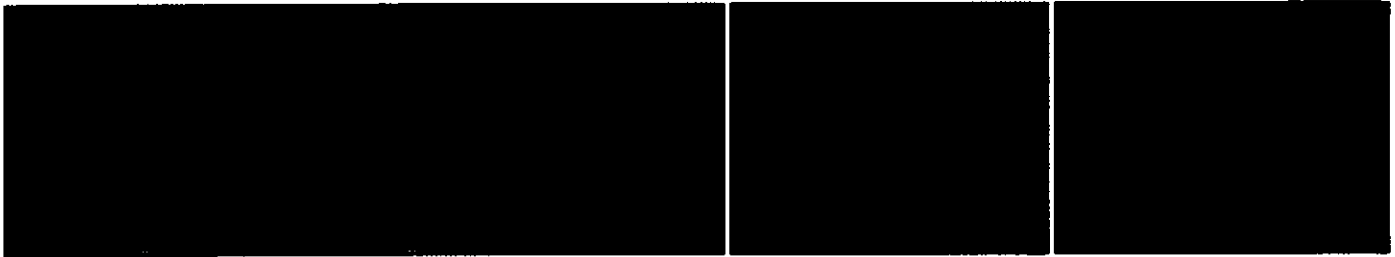
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		OPS0069552	11/12/2018	11/12/2019	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 - COM/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		S2291649	11/12/2018	11/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMS0028274	11/12/2018	11/12/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A	03000011395901	1/15/2019	1/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation coverage: NH; no excluded officers.

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

**Greater Nashua Mental Health's Mission Statement:**

Empowering people to lead full and productive lives through effective treatment and support.



**FINANCIAL STATEMENTS**

**June 30, 2018 and 2017**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors

The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center (the Organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities and changes in net assets, functional revenues and 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 U.S. generally accepted accounting principles; 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 U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

### **Report on Summarized Comparative Information**

We have previously audited the Organization's 2017 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 25, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017 is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 24, 2018

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Statement of Financial Position**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

	<u>2018</u>	<u>2017</u>
<b>ASSETS</b>		
Cash and cash equivalents	\$ 1,464,134	\$ 744,554
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$174,846 in 2018 and \$1,087,597 in 2017	1,829,455	1,458,090
Investments	1,763,228	1,732,916
Prepaid expenses	177,199	191,365
Property and equipment, net	<u>2,933,666</u>	<u>2,830,369</u>
Total assets	<u>\$ 8,167,682</u>	<u>\$ 6,957,294</u>
<b>LIABILITIES AND NET ASSETS</b>		
Liabilities		
Line of credit	\$ -	\$ 248,224
Accounts payable and accrued expenses	271,513	104,015
Accrued payroll and related activities	371,681	361,457
Estimated third-party liability	950,075	132,475
Accrued vacation	322,611	315,145
Notes payable	1,544,974	1,641,114
Capital lease obligation	<u>5,759</u>	<u>37,304</u>
Total liabilities	<u>3,466,613</u>	<u>2,839,734</u>
Net assets		
Unrestricted	2,397,774	2,341,750
Board designated	<u>2,044,023</u>	<u>1,526,013</u>
Total unrestricted	4,441,797	3,867,763
Temporarily restricted	137,837	129,553
Permanently restricted	<u>121,435</u>	<u>120,244</u>
Total net assets	<u>4,701,069</u>	<u>4,117,560</u>
Total liabilities and net assets	<u>\$ 8,167,682</u>	<u>\$ 6,957,294</u>

---

The accompanying notes are an integral part of these financial statements.



**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Statement of Activities and Changes in Net Assets**

**Year Ended June 30, 2018  
(With Comparative Totals for Year Ended June 30, 2017)**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2018</u>	<u>2017</u>
<b>Revenues and support</b>					
Program service fees, net	\$ 10,542,550	\$ -	\$ -	\$ 10,542,550	\$ 10,917,069
New Hampshire Bureau of Behavioral Health	1,667,297	-	-	1,667,297	1,273,645
Federal grants	523,627	-	-	523,627	628,695
Rental income	10,638	-	-	10,638	18,347
Contributions and support	138,800	-	-	138,800	97,510
Other	<u>189,711</u>	<u>-</u>	<u>-</u>	<u>189,711</u>	<u>12,922</u>
Total revenues and support	<u>13,072,623</u>	<u>-</u>	<u>-</u>	<u>13,072,623</u>	<u>12,948,187</u>
<b>Expenses</b>					
Program services					
Children's and adolescents services	1,449,647	-	-	1,449,647	1,983,228
Adult services	3,988,401	-	-	3,988,401	5,079,299
Elderly services	453,161	-	-	453,161	582,913
Deaf services	344,051	-	-	344,051	384,951
Substance abuse disorders	532,094	-	-	532,094	466,088
Medical services and other programs	<u>2,722,360</u>	<u>-</u>	<u>-</u>	<u>2,722,360</u>	<u>1,221,048</u>
Total program services	9,489,714	-	-	9,489,714	9,717,527
General and administrative	2,995,802	-	-	2,995,802	2,104,472
Development	<u>70,885</u>	<u>-</u>	<u>-</u>	<u>70,885</u>	<u>-</u>
Total expenses	<u>12,556,401</u>	<u>-</u>	<u>-</u>	<u>12,556,401</u>	<u>11,821,999</u>
Income from operations	<u>516,222</u>	<u>-</u>	<u>-</u>	<u>516,222</u>	<u>1,126,188</u>
<b>Other income</b>					
Investment income, net	22,425	3,216	462	26,103	27,307
Realized and unrealized gains on investments	<u>35,387</u>	<u>5,068</u>	<u>729</u>	<u>41,184</u>	<u>78,772</u>
Total other income	<u>57,812</u>	<u>8,284</u>	<u>1,191</u>	<u>67,287</u>	<u>106,079</u>
Excess of revenues and support and other income over expenses and total change in net assets	574,034	8,284	1,191	583,509	1,232,267
Net assets, beginning of year	<u>3,867,763</u>	<u>129,553</u>	<u>120,244</u>	<u>4,117,560</u>	<u>2,885,293</u>
Net assets, end of year	<u>\$ 4,441,797</u>	<u>\$ 137,837</u>	<u>\$ 121,435</u>	<u>\$ 4,701,069</u>	<u>\$ 4,117,560</u>

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Statement of Functional Revenues and Expenses

Year Ended June 30, 2018

	Children and Adolescents	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services and Other Programs	Total Programs	General and Administrative	Development	Total Organization
Program service fees, net	\$ 3,652,248	\$ 5,230,444	\$ 951,922	\$ 122,840	\$ 159,449	\$ 425,649	\$ 10,542,550	\$ -	\$ -	\$ 10,542,550
New Hampshire Bureau of Behavioral Health	141,771	648,430	-	274,831	-	602,165	1,667,297	-	-	1,667,297
Federal grant	-	35,805	-	-	284,905	194,117	514,827	8,800	-	523,627
Rental income	-	2,159	-	-	-	-	2,159	8,479	-	10,638
Contribution and support	-	375	180	-	100	-	655	138,145	-	138,800
Other	-	-	4,865	-	73,654	-	78,519	178,479	-	256,993
	3,794,017	5,917,213	956,967	397,771	518,108	1,221,931	12,806,007	333,903	-	13,139,910
General and administrative allocation	96,825	154,285	24,952	10,371	13,509	31,861	333,903	(333,903)	-	-
Total revenue and support and other income	\$ 3,892,842	\$ 6,071,498	\$ 981,919	\$ 408,142	\$ 531,617	\$ 1,253,792	\$ 13,139,910	\$ -	\$ -	\$ 13,139,910

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH D/B/A GREATER NASHUA MENTAL HEALTH CENTER

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2018

	Children and Adolescents	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services and Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenue and support and other Income	\$ 3,892,942	\$ 6,071,498	\$ 981,919	\$ 406,143	\$ 631,617	\$ 1,253,792	\$ 13,139,910	\$ -	\$ -	\$ 13,139,910
Expenses										
Salaries and wages	948,182	2,885,642	314,412	193,965	418,751	1,448,801	5,909,753	1,739,208	62,600	7,701,481
Employee benefits	171,692	447,294	48,899	41,015	30,379	253,275	992,354	271,218	8,133	1,269,705
Payroll taxes	70,721	189,443	23,528	14,959	31,617	97,420	427,888	126,803	4,018	558,707
Substitute staff	1,229	3,142	336	285	81	1,651	6,724	23,141	-	29,865
Accounting	-	-	-	-	-	-	-	54,786	-	54,786
Audit fees	10,239	26,171	2,797	2,518	863	13,419	56,005	20,630	-	76,635
Legal fees	2,179	11,614	595	537	185	8,310	23,420	5,001	-	28,421
Other professional fees	21,373	47,936	6,480	23,641	1,628	498,661	599,737	118,785	6,000	724,522
Journals and publications	43	110	12	11	4	56	236	216	-	452
Conferences	3,542	3,255	149	1,025	4,044	6,524	18,538	2,272	-	20,811
Other staff development	-	-	-	-	-	-	-	12,694	-	12,694
Rent	-	-	-	-	-	300	300	(300)	-	-
Mortgage (interest)	-	-	-	-	-	-	-	72,819	-	72,819
Heating costs	3,258	8,322	889	867	365	4,110	17,809	8,055	-	25,864
Other utilities	13,617	35,318	3,775	3,489	1,291	17,891	75,581	27,841	-	103,422
Maintenance and repairs	29,343	75,004	8,017	7,380	2,715	188,995	311,464	71,534	-	382,998
Other occupancy costs	606	1,546	163	182	56	784	3,308	1,219	-	4,527
Office	29,298	68,738	7,317	6,126	6,212	60,348	178,037	110,442	-	288,479
Building and household	4,828	12,340	1,319	1,217	737	6,256	26,897	9,728	-	36,425
Food	416	1,618	87	79	770	1,388	4,358	4,497	-	8,555
Advertising	-	-	-	100	-	2,025	2,125	1,021	-	3,146
Printing	507	2,750	39	219	630	845	4,990	-	2,236	7,226
Communication	20,442	87,284	7,835	6,338	3,244	21,711	126,854	35,285	-	162,149
Postage	1,247	2,816	301	266	87	1,454	6,171	3,182	-	9,333
Staff	28,537	105,211	14,903	23,934	10,518	9,678	192,781	11,718	-	204,499
Client services	27,576	155,811	861	-	5,975	843	191,066	484	-	191,530
Malpractice insurance	20,038	51,219	5,474	5,027	1,828	26,020	109,606	40,375	-	149,981
Vehicle insurance	364	932	100	89	30	478	1,993	734	-	2,727
Property and liability insurance	8,088	20,673	2,210	2,031	741	10,487	44,240	16,296	-	60,536
Other interest	-	-	-	127	169	651	847	3,135	-	3,982
Depreciation	20,407	36,749	-	6,004	8,005	22,821	93,986	156,423	-	250,409
Equipment rental	3,789	9,685	1,035	943	335	13,254	29,041	9,725	-	38,766
Equipment maintenance	900	2,301	246	224	79	1,174	4,924	13,118	-	18,042
Membership dues	6,471	13,892	1,439	1,325	610	2,061	28,688	14,592	-	40,280
Other	518	1,685	141	130	47	771	3,192	9,175	-	12,387
Total program expenses	1,449,647	3,988,401	483,161	344,061	632,094	2,722,360	9,489,714	2,995,802	70,885	12,556,401
General and administrative allocation	910,538	2,418,478	357,303	185,061	102,004	(876,635)	3,066,687	(3,066,687)	-	-
Total expenses	2,360,185	6,406,879	840,464	499,052	634,098	1,845,725	12,556,401	(70,885)	70,885	12,556,401
Change in net assets	\$ 1,532,757	\$ (335,379)	\$ 171,455	\$ (90,910)	\$ (102,481)	\$ (591,933)	\$ 583,609	\$ 70,885	\$ (70,885)	\$ 583,609

The accompanying notes are an integral part of these financial statements.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
D/B/A GREATER NASHUA MENTAL HEALTH CENTER**

**Statement of Cash Flows**

**Year Ended June 30, 2018  
(With Comparative Totals for Year Ended June 30, 2017)**

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 583,509	\$ 1,232,267
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	251,257	246,740
Net realized and unrealized gains on investments	(41,184)	(78,772)
Provision for bad debt	1,286,950	1,106,441
Gain on sale of assets	441	-
Changes in operating assets and liabilities		
Accounts receivable	(1,658,315)	(853,360)
Prepaid expenses	14,164	(25,604)
Accounts payable and accrued expenses	20,655	9,712
Accrued payroll and related expenses and vacation	17,690	39,432
Estimated third-party liability	817,600	(351,004)
Deferred revenue	-	(206,580)
	<u>1,292,767</u>	<u>1,119,272</u>
Net cash provided by operating activities		
Cash flows from investing activities		
Purchases of investments	(618,427)	(536,716)
Proceeds from the sale of investments	629,301	551,403
Purchase of property and equipment	<u>(207,305)</u>	<u>(130,555)</u>
	<u>(196,431)</u>	<u>(115,868)</u>
Net cash used by investing activities		
Cash flows from financing activities		
Net repayment on the line of credit	(248,224)	(751,776)
Principal payments on notes payable	<u>(128,532)</u>	<u>(123,643)</u>
	<u>(376,756)</u>	<u>(875,419)</u>
Net cash used by financing activities		
Net increase in cash and cash equivalents	719,580	127,985
Cash and cash equivalents, beginning of year	<u>744,554</u>	<u>616,569</u>
Cash and cash equivalents, end of year	<u>\$ 1,464,134</u>	<u>\$ 744,554</u>
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	<u>\$ 146,843</u>	<u>\$ -</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH  
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**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

**Organization**

The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health Center (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Community Support Services, Child and Adolescent Programs, Clinical Research and Integrated HealthCare Programs, Adult Outpatient Services, and specialty services such as Housing, Deaf Services, Substance Abuse Program, Vocational Services and Individual and Group Therapy.

**1. Summary of Significant Accounting Policies**

**Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Basis of Presentation**

Net assets and revenues, expenses, gains and losses are classified as follows:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations, which include board designated funds of \$540,065 and \$1,503,958 at June 30, 2018 and \$42,893 and \$1,483,120 at June 30, 2017, included in cash and investments, respectively.

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

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

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**Notes to Financial Statements**

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The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2017 financial statements, from which the summarized information was derived.

**Cash and Cash Equivalents**

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**Accounts Receivable**

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources.

**Investments**

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in permanently restricted net assets if the terms of the gift require that they be maintained with the corpus of a permanent endowment fund;

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**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

- Increases (decreases) in temporarily restricted net assets if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in unrestricted net assets in all other cases.

**Property and Equipment**

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than \$5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

**Functional Allocation of Expenses**

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. In 2018 the method of allocating expenses by function was revised based on patient service revenue related to medical services by department. In 2017, expenses were allocated based on payroll expense by department.

**Estimated Third-Party Liability**

The Organization's third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements.

**Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2018 and 2017. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

**Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 24, 2018, which is the date that the financial statements were available to be issued.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
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**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

**2. Program Service Fees and Concentrations of Credit Risk**

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 76% and 74% of the Organization's net program service fees for 2018 and 2017, respectively. Net revenues from the Medicaid program accounted for approximately 11% and 17% of the Organization's net program service fees for 2018 and 2017, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2018 and 2017 from those major sources is as follows:

	<u>2018</u>	<u>2017</u>
Private pay	\$ 1,401,634	\$ 1,070,603
Commercial insurance	326,938	322,958
Medicaid	1,880,676	2,546,817
Medicare	1,147,556	1,301,991
Other payers	589,739	438,909
Managed care	<u>16,899,789</u>	<u>12,886,961</u>
	<u>22,246,332</u>	<u>18,568,239</u>
Less: Contractual allowances	(4,426,265)	(3,092,460)
Capitation adjustments	(5,990,567)	(3,452,269)
Provision for bad debt	<u>(1,286,950)</u>	<u>(1,106,441)</u>
	<u>(11,703,782)</u>	<u>(7,651,170)</u>
Program service fees, net	<u>\$ 10,542,550</u>	<u>\$ 10,917,069</u>

The increase in bad debt expense in 2018 as compared to 2017 is primarily due to collection issues relating to self pay patients.



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**Notes to Financial Statements**

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The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	<u>2018</u>	<u>2017</u>
Private pay	34 %	61 %
Blue Cross/Blue Shield	4	1
Medicaid	31	23
Medicare	15	5
Other	6	3
Managed care	10	7
	<u>100 %</u>	<u>100 %</u>

**3. Investments**

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2018</u>	<u>2017</u>
Common stocks	\$ 554,946	\$ 558,516
Equity mutual funds	403,223	718,546
U.S. Treasury bonds	436,769	343,841
Corporate bonds	270,297	24,062
Mortgage backed securities	-	87,951
Corporate bond mutual funds	97,993	-
	<u>\$ 1,763,228</u>	<u>\$ 1,732,916</u>

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

**4. Fair Value of Financial Instruments**

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

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**Notes to Financial Statements**

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- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

	<u>Level 1</u>	<u>2018 Level 2</u>	<u>Total</u>
<u>Investments</u>			
Common stocks	\$ 554,946	\$ -	\$ 554,946
Equity mutual funds	403,223	-	403,223
U.S. Treasury bonds	436,769	-	436,769
Corporate bonds	-	270,297	270,297
Corporate bond mutual funds	<u>97,993</u>	<u>-</u>	<u>97,993</u>
	<u>\$ 1,492,931</u>	<u>\$ 270,297</u>	<u>\$ 1,763,228</u>
		<u>2017</u>	
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
<u>Investments</u>			
Common stocks	\$ 558,516	\$ -	\$ 558,516
Equity mutual funds	718,546	-	718,546
U.S. Treasury bonds	343,841	-	343,841
Corporate bonds	-	24,062	24,062
Mortgage-backed securities	<u>87,951</u>	<u>-</u>	<u>87,951</u>
	<u>\$ 1,708,854</u>	<u>\$ 24,062</u>	<u>\$ 1,732,916</u>

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

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**Notes to Financial Statements**

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(With Comparative Totals for June 30, 2017)**

**5. Property and Equipment**

Property and equipment consists of the following:

	<u>2018</u>	<u>2017</u>
Land, buildings and improvements	\$ 5,028,346	\$ 4,983,891
Furniture and equipment	284,824	263,330
Computer equipment	254,861	230,567
Software	684,047	660,917
Vehicles	-	32,766
Construction in process	<u>240,773</u>	<u>-</u>
	6,492,851	6,171,471
Less accumulated depreciation	<u>(3,559,185)</u>	<u>(3,341,102)</u>
Property and equipment, net	<u>\$ 2,933,666</u>	<u>\$ 2,830,369</u>

**6. Endowment**

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

**Interpretation of Relevant Law**

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act), which became effective July 1, 2008, as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' real value, that excess is available for appropriation and, therefore, classified as temporarily restricted net assets until appropriated by the Board of Trustees for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

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**Notes to Financial Statements**

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In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

**Return Objectives and Risk Parameters**

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

**Spending Policy**

Currently, the Organization does not have a written spending policy approved by its Board of Directors. Historically, the Organization has appropriated for distribution the accumulated interest and dividend income on the investment funds. The Organization considers the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

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**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

**Endowment Composition and Changes in Endowment**

The endowment net asset composition by type of fund as of June 30, 2018 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 137,837	\$ 121,435	\$ 259,272
Board-designated endowment funds	<u>1,544,023</u>	<u>-</u>	<u>-</u>	<u>1,544,023</u>
	<u>\$ 1,544,023</u>	<u>\$ 137,837</u>	<u>\$ 121,435</u>	<u>\$ 1,803,295</u>

The changes in endowment net assets for the year ended June 30, 2018 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2017	\$ 1,526,011	\$ 129,553	\$ 120,244	\$1,775,808
Contributions	200	-	-	200
Investment return				
Investment income	35,886	5,144	739	41,769
Net appreciation	35,387	5,068	729	41,184
Investment fees	<u>(13,461)</u>	<u>(1,928)</u>	<u>(277)</u>	<u>(15,666)</u>
Total investment return	57,812	8,284	1,191	67,287
Appropriation of endowment assets for expenditure	<u>(40,000)</u>	<u>-</u>	<u>-</u>	<u>(40,000)</u>
Endowment net assets, June 30, 2018	<u>\$ 1,544,023</u>	<u>\$ 137,837</u>	<u>\$ 121,435</u>	<u>\$1,803,295</u>

The endowment net asset composition by type of fund as of June 30, 2017 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 129,553	\$ 120,244	\$ 249,797
Board-designated endowment funds	<u>1,526,011</u>	<u>-</u>	<u>-</u>	<u>1,526,011</u>
	<u>\$ 1,526,011</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$ 1,775,808</u>

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**Notes to Financial Statements**

**June 30, 2018  
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The changes in endowment net assets for the year ended June 30, 2017 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2016	\$ 1,539,326	\$ 71,810	\$ 98,593	\$1,709,729
Investment return				
Investment income	37,416	5,219	751	43,386
Net appreciation	67,933	9,476	1,363	78,772
Investment fees	<u>(13,867)</u>	<u>(1,934)</u>	<u>(278)</u>	<u>(16,079)</u>
Total investment return	91,482	12,761	1,836	106,079
Appropriation of endowment assets for expenditure	(40,000)	-	-	(40,000)
Reclassification of net assets	<u>(64,797)</u>	<u>44,982</u>	<u>19,815</u>	<u>-</u>
Endowment net assets, June 30, 2017	<u>\$ 1,526,011</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$1,775,808</u>

In 2017, the Organization reviewed historical data relating to permanently restricted net assets and, due to changes in interpretation of original gift records, reclassified net appreciation from unrestricted net assets to temporarily restricted net assets and permanently restricted net assets.

**7. Debt Obligations**

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (6% at June 30, 2018). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2018 and an outstanding balance of \$248,224 at June 30, 2017. The line of credit agreement has a maturity date of February 28, 2019.

**THE COMMUNITY COUNCIL OF NASHUA, NH  
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**Notes to Financial Statements**

**June 30, 2018  
(With Comparative Totals for June 30, 2017)**

Notes Payable

The Organization had the following notes payable:

	<u>2018</u>	<u>2017</u>
4.25% note payable to TD Bank in monthly principal and interest payments of \$8,133 through January 2019, at which time a balloon payment for the remaining principal is due; collateralized by mortgaged property.	\$ 888,676	\$ 946,599
Note payable to TD Bank in monthly principal and interest payments of \$6,016 through July 2020, at which time a balloon payment for the remaining principal is due. Interest rate at the Federal Home Loan Bank Boston Five Year Classic Advance Rate plus 2.65% (5.82% at June 30, 2018); collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority.	<u>658,329</u>	<u>697,393</u>
	<u>1,547,005</u>	<u>1,643,992</u>
Less: unamortized deferred issuance costs	<u>(2,031)</u>	<u>(2,878)</u>
Total notes payable	<u>\$ 1,544,974</u>	<u>\$ 1,641,114</u>

The scheduled maturities on notes payable are as follows:

2019	\$ 930,818
2020	48,149
2021	568,038

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2018.

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**Notes to Financial Statements**

**June 30, 2018  
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**8. Commitments and Contingencies**

**Litigation**

At June 30, 2018, the Organization was a named respondent in an administrative matter. After consultation with legal counsel, management estimates this matter will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

**Construction Commitment**

In 2018, the Organization commenced renovations of a building. In connection with these renovations, the Organization expects the total cost of the project to be approximately \$412,000 and has signed construction contracts for that amount. Total costs incurred at June 30, 2018 were approximately \$200,000, and the project is expected to be completed during the year ending June 30, 2019.

**Operating Leases**

Rent expense of \$12,079 for various equipment was incurred for both the years ended June 30, 2018 and 2017, under noncancellable operating lease agreements covering a term greater than one year.

Future minimum lease payments required under noncancellable lease agreements for the next two years ending June 30 are as follows:

	<u>Operating Leases</u>
2019	\$ 12,079
2020	<u>9,380</u>
	<u>\$ 21,459</u>

**Malpractice Insurance**

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.



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Notes to Financial Statements

June 30, 2018  
(With Comparative Totals for June 30, 2017)

9. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017 the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2018. Expenses associated with this plan were \$102,941 for the year ended June 30, 2018. There was no expense associated with this plan for the year ended June 30, 2017.

**BOARD OF DIRECTORS 2019**

**Alphabetical Order**

Emily Blatt, MSM

Pamela Burns - *Board Vice Chair*

Christine D. Furman, MBA

Alan Harkabus

Jone LaBombard, MS - *Board Secretary*

Laura Maistrosky, Esquire

Mary Ann Somerville

Tanya L. Spony, Esquire - *Board Chair*

Aaron Telage, CPA, MSA

Marie Tule, CPA, MSA - *Board Treasurer*

Donna Upson, MBA

Diane Vienneau, M.Ed., CAGS

August 15, 2019

**Melissa L. Allen, MS,  
LCPCC, MHRT-C**

**Objective**

To obtain a position as a clinician/counselor at Greater Nashua Mental Health, wherein I can utilize my experience and make a valuable contribution working with youth and families.

**Experience**

Oxford County Mental Health Services (OCMHS) Rumford, Maine

*1/2018- Present: Home and Community based Treatment (HCT) Clinician*

Provides clinical direct care in home, school, and community settings to work on Individualized Treatment Plans, Diagnosis and Assessment of needs, facilitates family meetings, individual sessions, works with treatment team to coordinate care.

*7/2016- 1/2018: Outpatient Therapist/ Clinical Back-up Supervisor*

Psychotherapy/ School based Counselor at Regional School District 10, Children and Families

Facilitate group exercises for enhancing social skills and self esteem

Performs psychosocial assessments, diagnostic formulation, and Individualized Treatment Plans (ITP)

*7/2012- 7/2015: Case Manager*

Assist individuals in the community to access resources including domains in legal, financial, housing, health care, psychiatry/psychology, life skills, social/recreational, and other various domains, APS and health care billing, made appropriate referrals as needed to address individual needs

*11/2012- 11/2013: Team Leader Beacon House Peer Center (Part Time)*

Organization and revitalization of Peer Center Project, activities coordinator, recruit volunteers, attend Maine Alliance of Peer Support and Recovery Centers (MAPSARC) meetings, provided supervision to Bachelor level interns, staff, and peers, engaged in strategic planning process

- Hired as team leader after completion of 300 hour masters level internship
- Public Advocacy Project: Organized fundraiser at Rumford Eagles

*4/2011- 7/2012: Crisis Response Counselor*

Assess clients for appropriate level of care in hospital, office, school, and/or community settings

Assess youth, families, and adults with acute mental illness; diagnose using DSM-V criteria

Cross trained in Adult Crisis Stabilization Unit, completed admissions, discharges and case management duties

Providence Service Corporation of Maine Auburn, Maine

*7/2015- 7/2016: Home and Community Based Treatment (HCT) Clinician*

Worked as team with Behavioral Health Professional (BHP) in home and community settings

Documentation: Intake to Discharge, Referral, Assessment and Formulation, Treatment Planning

Trainings include: Foundations of Home Based Treatment (2015)

Clinical Theory of Applied Behavioral Analysis (2015) Foundations of Supervision (2015)

Turner Family Support Center (Rumford Group Homes) Turner, Maine

*06/2010-4/2011: Youth Worker*

Crisis Stabilization Unit for psychiatric patients; Residential facility for youth ages 5-17

Admissions/ intakes, completed referrals, conducted psychosocial assessments, ran therapeutic groups and activities, Certified Residential Medication Administrator (CRMA), First Aid/CPR trained

**Education**

Southern New Hampshire University (SNHU): Brunswick, Maine  
12/2011-6/2015: Received Degree: *Masters of Science (MS) in Community Mental Health Counseling*  
*Specialization: Children and Families*

Internship as School-Based Counselor: Rumford, Maine  
9/2014-5/2015: Completed 300 hour Internship at Pennacook Learning Center; RSU#10  
Social skills development in Kindergarten Room, Therapeutic Crisis Intervention (TCI), clinical supervision weekly, completed State of Maine Criminal Back Ground Check/Finger Prints and received Certification to work in Schools K-12

Graduate Certificate in Mental Health:  
12/2011-5/2013: Received Certificate: *Integrated Community Mental Health and Substance Abuse Services and Children*  
Master's project: *Juvenile Delinquency and Parenting with Love and Limits (PLL)*

Internship as School-Based Counselor: Turner, Maine  
1/2013-5/2013: Completed 300 hour Internship at Leavitt Area High School  
Worked with case load of adolescents under supervision of LCSW and Guidance Office; Tasks include utilization of DBT workbook, CBT skills, evidenced-based practice and promising practices network, motivational interviewing, used strength based model

University of Maine at Farmington (UMF): Farmington, Maine  
9/2006- 5/2010: Received Degree: *Bachelor of Science (BS) Rehabilitation Services* with a concentration in *Psychosocial Rehabilitation*

**Licensure**

10/28/15: Licensure: Conditionally Licensed Clinical Professional Counselor (LCPC-c) Issued in ME: Passed National Counselors Examination (NCE). License Number: XL4580 Supervisor: Stephanie Leblanc, LCSW

**Certifications**

- Behavioral Health Professional (BHP) (2015)
- Graduate Certificate: Integrated Community MH and SA Services and Children (2013)
- Mental Health Rehabilitation Technician- Crisis Service Provider (MHRT-CSP) (2011)
- Mental Health Rehabilitation Technician- Community (MHRT-C) (2010)

~~References  
Stephanie LeBlanc, Clinical Supervisor, 207-455-4388  
Kelli Gentry, Clinical Supervisor, 207-455-4388  
Kelli Gentry, Clinical Supervisor, 207-455-4388~~

# Lindsay Catharine Bergen

[REDACTED]  
[REDACTED]  
[REDACTED]

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## Education

Southern New Hampshire University ~ Manchester, NH ~ Master's Degree in Community Mental Health and Counseling (January 2015)

Southern New Hampshire University ~ Manchester, NH ~ Certificate of Advanced Clinical Study of Adolescent and Family Counselor (August 2013)

University of Pennsylvania ~ Philadelphia, PA ~ Certificate of Special Sciences (2002)

Bryn Mawr College ~ Bryn Mawr, PA ~ Bachelor's Degree in Psychology (1999)

Autism Spectrum~Anxiety~Crisis Intervention~Self-Injurious/Suicide Professional Development

## Professional History

**COUNSELOR (Internship)-October 2013 ~Milford, NH ~ Milford Regional Counseling Services**

*Working with adolescents ages eight to eighteen on managing various mental health disorders. Performing "intakes" and "evaluations".*

**FACILITATOR (Internship) – March 2013-August 2013 ~ Concord, NH**

*As an intern, practice clinical skills in one-to-one, group and "triage" opportunities in order to assist students with learning skills to help them manage their mental health disorders so that they are able to better learn.*

- Create, facilitate and manage four different therapy groups: Athena (adolescent girls age 14-18), Friendship Group (adolescent boys age 9-11), Expressive Arts (adolescent boys and girls age 15-17) and Social Pragmatics (adolescents boys and girls age 13-17)
- Utilize different clinical techniques including Cognitive Behavioral Therapy, Narrative Therapy, Solutions-focused Therapy, Art Therapy and Play Therapy to help adolescents acquire and use skills to manage anxiety, depression, repetitive thoughts and behaviors, ADHD and Autism Spectrum Disorders
- Participate in the assessment interview process completed by the Admissions team
- Review client records such as clinical interviews, intelligent tests, psychological testing, behavioral and personality including (MMPI-2, WAIS) then write synopsis summaries for faculty.
- Collaborate and participate in treatment of identified clients

- Participate in “trriage” during school hours when students require immediate services.
- Evaluate and write final assessments and reviews of clients for various stakeholders

**FACULTY – August 2008 – Present ~ Parker Academy ~ Concord, NH**

*As an educator at a co-educational private provider for adolescents age 12-20 diagnosed with various disorders including Anxiety, Depression, Bipolar, ADHD, Autistic Spectrum Disorders, various personality disorders and learning disorders.*

- Develop and present multi-modal presentations based on Universal Design for Biology, Chemistry, Physics, Anatomy, Health and Psychology
- Create environments conducive to learning while meeting the social and emotional needs of students
- Participate in team meetings with Special Education Directors, Psychologist, Advocates, District Representatives and parents on academic and social programming
- Collaborate with therapists (Occupational, Speech and Language and others) on best practices for each student
- Implement Individual Education Plans in science classroom setting and report progress via narrative and assessment scales.
- Practice and teach mindfulness strategies
- Advisor to twelve students (ages 17-19): working closely with parents and teachers for academic, social and personal growth
- Train students to use online tools and technologies, including: Livescribe, Dragonspeak, Kurzweil, and Inspiration
- Attend professional development conferences including: National Science Teachers Association, Dr. Leonard Sax, Dr. Mel Levine, The Positivity Group, Summer Institute on Language-Based Learning Difficulties, ASD conference and ADHD workshop through Landmark College.

**FACULTY – August 2006 – August 2008 ~ Cheshire Academy ~ Cheshire, CT**

*Cheshire Academy located in Cheshire, CT is a co-educational college preparatory boarding school that emphasizes the development of a global citizen through academics, personal responsibility and community involvement. The Roxbury Academic Support Program supports the student population with various learning mental health challenges.*

- Create science curriculum with subsequent customized lesson plans
- Incorporate a variety of teaching techniques to accommodate students with learning differences
- Develop assignments, exams, finals and academic protocol.
- Organize study groups, projects and extra-curricular activities

- Evaluate and analyze of content mastery by student written and verbally.
- Instruct and supervise students on laboratory experiments and writing techniques
- Review students' files and identifying strategies tailored to their learning differences
- Encouraging meta-cognition and reflection through self-evaluations
- Engage in ongoing professional development

**FACULTY – August 2004 – August 2006 ~ Darlington School ~ Rome, GA**

**FACULTY – August 2001 – June 2004 ~ The Phelps School ~ Malvern, PA**

### **Other Related Experience & Certifications**

- Member of American Psychology Association
- Member of NH Mental Health Alliance
- American Council of Exercise Certification
- Pennsylvania Interscholastic Athletic Association Certification
- Bryn Mawr Athletic Trainer Certification
- Red Cross First Aid and CPR Certification
- Parent/Teacher Organization Treasurer
- President of Idle Inn Condominium Association

Jessica A Capuano

**Education:**

Licensed Clinical Mental Health Counselor (NH) : LCMHC issued 3/17/2006. No. 621

M.A. Mental Health Counseling, Notre Dame College, Manchester, NH: Class of 2003

BA Psychology, Rivier College, Nashua: Class of 1999

**Work Experience:**

**February 2015- present- *Technical Assistant Team Lead, Beacon Health Options, Manchester NH.***

Responsible for the oversight and implementation of the NH Medicaid clinical/ value based payment business model. Oversight of the 10 NH Community Mental Health Center's value based payment contract compliance. Oversight of CMHC member's coordination of care. Oversight of CMHC's quality performance metrics as it pertains to Hedis measures. Implementation of quality improvement plans. Provide clinical supervision to 3 Technical Assistant Clinicians. Duties to work collaboratively with CM and utilization review team to efficient communication regarding member needs and planning.

**October 2014-February 2015- *Technical Assistant, Beacon Health Options, Manchester NH.***

Responsible for Utilization Management for Well Sense (Medicaid) members. Duties to provide care management and utilization review to Well Sense members served by community mental health centers in NH. Direct technical assistance, consulting and training facilitation for local CMHC's on a range of issues relating to behavioral health. Management of client/state contracts including contract compliance. Monitoring of CMHC BH HeM regulation compliance.

**March 2005-Sept 2014 - *Emergency Services Clinician, Manchester Mental Health Center, Manchester, NH.***

Responsible to perform emergent psychiatric evaluations in office, at 2 local Emergency rooms and local police departments. Includes appropriate placements at psychiatric units, managed care authorizations, and referral to mental health agencies. Also responsible to perform brief outpatient therapy to a caseload of 40-60 clients.

**October 2004-March 2005- *Clinical Coordinator, Psychiatric Evaluation Program- Elliot Hospital/Manchester Counseling Services, Manchester, NH***

Responsible for the management of the Psychiatric Evaluation Program at Elliot Hospital. Includes the supervision of mental health clinicians to ensure quality services rendered to consumers in the emergency room at Elliot Hospital. Part- time outpatient psychotherapy at Manchester Counseling Services to a variety of consumers.

**July 2004-October 2004- *Mental Health Counselor, Psychiatric Evaluation Program Elliot Hospital/Manchester Counseling Services, Manchester, NH***



Responsible to perform mental health crisis evaluations within the Elliot Hospital Emergency Department. Includes appropriate placements at psychiatric units, managed care authorizations and referral to a variety of mental health services. Part time outpatient psychotherapy at Manchester Counseling services to a variety of consumers.

**Sept 2003- July 2004 - *Emergency Services Clinician, Manchester Mental Health Center, Manchester, NH***

Responsible to perform mental health crisis evaluations, treatment and disposition at 2 local Emergency rooms and police departments. Brief outpatient therapy to a caseload of 40-60 clients.

**August 2002-September 2003- *Residential Supervisor, Manchester Mental Health Center, Manchester, NH***

Responsible to provide leadership and supervision that facilitates the daily operations of Social/Rehabilitative facilities, in order to assure an appropriate quality of life for those residents occupying agency sponsored housing.

**March 1999-August 2002- *Residential Specialist, Manchester Mental Health Center, Manchester, NH***

Working as a support counselor for those that suffer chronic mental illness. Duties include treatment plan implementation, ADL and basic living skills support. Utilization of crisis intervention as needed.

**Related Experience:**

**James Foster and Associates, Internship. Notre Dame College, Manchester, NH**

Completed a 700 hour internship, which included experience in individual psychotherapy for a variety of populations, including court mandated cases; served as co-facilitator for a 44 week domestic violence group program.

**Manchester Mental Health's Gemini Program, Notre Dame College Practicum, Manchester NH**

Assisted in the therapeutic support of adults dually diagnosed. Attended AA meetings with residents on a weekly basis.

**April 2007- *DBT (Dialectical Behavioral Therapy) Training- 32 hours- Specialized behavioral treatment specific to Borderline Personality Disorder***

**2013-2014- *Clinical Supervisor- Supervised a license eligible employee weekly. Goals to include preparation for examination, coaching, awareness of ethical code, and therapy principles/practice.***

**Michelle Halpin**

**PROFESSIONAL SUMMARY**

Highly motivated Bachelor degree Registered Nurse attending Rivier University's Masters of Science in Nursing Psychiatric Mental Health Nurse Practitioner degree; anticipated graduation date May 2018. GPA: 4.0. Special skills include proficient with electronic medical records, Word, Excel, PowerPoint, and Outlook. Strong communication skills across the lifespan and cultural variations.

**CREDENTIALS**

Registered Nurse, NH, MA  
Licensed Practical Nurse

June 2014-present  
1/1997-11/2013

**EDUCATION**

Masters of Science in Nursing, Psychiatric Nurse Practitioner GPA 4.0  
*Rivier University, Nashua, NH*

Matriculated; graduate May 2018

Bachelor of Science in Nursing GPA 4.0  
*Rivier University, Nashua, NH*

January, 2016

Associates Degree, Nursing Science GPA 3.8  
*Nashua Community College, Nashua NH*

May, 2014

Licensed Practical Nursing Award for highest assessment score  
*Lively Vocational Institute, Tallahassee, FL*

December, 1996

**RELATED EXPERIENCE**

Registered Nurse  
*Maxim, Manchester, NH*

12/2016-current

- Per diem staff relief and various temporary assignments

Nurse Case Manager

*Mitchell International, Work-From-Home*

8/2014-11/2016

- Specialized area of Pharmacy Intervention: work with patients to decrease use of opioids
- Successfully manage case load of 60 patients
- QA greater than 98%
- Precept new employees
- Awarded MVP and Team Player Awards

Practicum rotation (120 hours) for PMHNP at Lowell Mental Health Associates, Lowell, MA

1/2017-5/2017

Clinical rotations at New Hampshire State Hospital, ACCESS and Partial Health Program, Nashua, NH

1/2014-5/2014

Compliance Coordinator

*Tandom Healthcare, Tallahassee, FL*

12/1999-9/2000

- Assessed patients taking psychotropic medications for AIMS and opportunities to decrease medications

**ADDITIONAL EXPERIENCE**

LNA Instructor

*LNA Health Careers, Manchester, NH*

3/2012-3/2013

- Instructed clinical and theory to LNA students with a final pass rate of 100%

Staff Relief Nurse

*MAS Homecare, Manchester, NH*

9/2011-3/2012

- Reliably provided staff relief in a variety of settings

Michelle Halpin

Quality Review Nurse 8/2010-9/2011  
*MedAssurant, – Work-From-Home*

- Exceeded productivity and quality expectations while performing chart reviews for quality assurance and Health Effectiveness Data and Information Set (HEDIS) reviews.

Manager of Operations, Utilization Review – Worker’s Compensation 3/2003 – 6/2010  
*Coventry Health Care, Tampa, FL*

- Consistently exceeded customer and jurisdictional requirements, quality, and productivity
- Proficiently managed team of nurses and assistive staff who provided services for over 20 customers
- Assisted with the development of reports to ensure compliance
- Earned Employee of the Month twice
- Began as Utilization Review nurse, advanced to supervisor, then manager of operations

Agency Nurse – Acute Care 9/2001-3/2003  
*Various staffing agencies in the Tampa, FL area*

- Reliably provided acute care in medical-surgical and cardiac settings

Cardiac Step-Down Unit Nurse 9/2000-9/2001  
*Northwest Florida Regional Medical Center, Ft. Myers, FL*

- Safely provided pre and post cardiac catheterization care and pre-coronary artery bypass grafting care.
- Maintained intra venous, telemetry, and Advanced Cardiac Life Support certifications

Unit Manager – Long-Term Care, Sub-Acute, Wound Care, Compliance Coordinator 9/1997-9/2000  
*Tandem Health Care, Tallahassee, FL*

- Successfully managed a staff of fifty including both licensed and non-licensed personnel
- Provided oversight for care of sixty residents, including care plans and doctor visits
- Participated in daily admission/discharge meetings for both sub-acute and long-term care patients
- Assessed, treated, and reported on all wounds in the facility and worked with staff to ensure wound care standards were consistently met
- Obtained intra venous certification
- Monitored and reported on compliance regarding sentinel events, wound care, and psychotropic medications
- Awarded Employee of the Month twice

Home Health Care 6/1993-9/1997  
*NHC Home Care, Tallahassee, FL*

- Worked as part of a team to provide comprehensive in-home services for home bound patients
- Awarded Employee of the Month twice
- Began as a home health aide and continued on as a nurse after earning my LPN degree

#### AFFILIATIONS

Sigma Theta Tau International 3/2015-Current  
Phi Theta Kappa 9/2012-Current

# Laura Remillard

M.A. Candidate - Clinical Mental Health Counseling: Dance/Movement Therapy (DMT)

## EDUCATION

Lesley University- Cambridge, MA

M.A. Clinical Mental Health Counseling: DMT SEPTEMBER 2016 - PRESENT

→ Expected graduation date: May 19, 2018

→ Eligible for licensure in Mental Health Counseling (LMHC)

→ Eligible for licensure as a Board Certified-Dance/Movement Therapist(BC-DMT)

The University of Tampa- Tampa, FL

B.A. Applied Dance, Minor Psychology SEPTEMBER 2012 - MAY 2016

## CLINICAL EXPERIENCE

Children's Services-Parmenter CareGroup Home & Hospice- Wayland, MA

Dance/Movement Therapy Intern

JULY 2017- PRESENT

♦ Develop expressive based therapeutic groups ♦ Assist running bereavement/grief groups  
♦ Co-facilitate dance/movement therapy groups ♦ Co-lead community engagement groups for individuals of ranging ages, diagnoses, and physical abilities

The Academy for Physical and Social Development- Newton, MA

Social Skills Group Counselor

AUGUST 2017-PRESENT

♦ Co-facilitate social skills group with children ages 9-11 presenting with different diagnoses  
♦ Incorporate therapeutic interventions through physical, social and verbal interactions  
♦ Participated in parent conferences ♦ Communicated with collateral contacts

Cadbury Commons- Cambridge, MA

Expressive Therapies Intern

SEPTEMBER 2016-MAY 2017

♦ Implemented different expressive therapy groups within the traditional living facility and memory care unit ♦ Engaged residents in the milieu ♦ Fostered a stronger sense of community within the facility ♦ In-service presentation ♦ Received Dementia training

Perkins School for the Blind- Watertown, MA

Dance/Movement Therapy Student Volunteer

JANUARY 2017 - MAY 2017

♦ Worked with students aged 7-13 with various developmental delays, diagnoses, and/or cognitive abilities ♦ Assisted with dance/movement therapy group

Patrician Arms- Tampa, FL

Creative Movement Instructor

AUGUST 2015-MAY 2016

♦ Designed creative movement classes for active senior citizens ♦ Explored different dance concepts ♦ Incorporated different expressive therapies interventions

REVolutions Dance Inc.- Oldsmar, FL

Creative Dance Assistant

OCTOBER 2013-MAY 2014

♦ Assisted in creative movement classes for students with mixed abilities, ages 5-12 ♦ Adapted the structure of the technique to accommodate each student's unique and individual way of moving and means of self-expression.

Pyramid, Inc.- Tampa, FL

Creative Dance Instructor & Choreographer

SEPTEMBER 2013-MAY 2015

♦ Developed creative movement classes for adults with developmental disabilities ♦ Assisted with choreography for annual Winter Showcase.

Tampa General Hospital- Tampa, FL

Applied Dance Student Volunteer

SEPTEMBER 2014-MAY 2016

♦ Incorporated creative movement interventions and activities within different units  
♦ Engaged the patients through physical activities from their hospital beds ♦ Promoted self-esteem and confidence

The Ella Senior Center-Tampa, FL

Applied Dance Student Volunteer

SEPTEMBER 2013-MAY 2015

♦ Assisted in creative movement classes for senior citizen residents with a diverse range of ages and abilities ♦ Promoted socialization within the facility.

## LANGUAGES

→ English - Native

Proficiency

→ Spanish - Limited

Working Proficiency

## CERTIFICATES

Module One of the Certified Movement Analysts

Certification Program (Fall

2017): Provided by the

Laban/Bartenieff Institute of

Movement Studies & Lesley

University

## SKILLS

→ Treatment planning

→ Managing a caseload

→ Clinical documentation

→ Laban Movement Analysis (LMA)

→ Training in multicultural competencies

→ Trauma-informed care

→ Assessments in MHC

→ Proficient with MS Word,

Excel, and PowerPoint

→ Good communication

skills verbal and written

→ Regular, punctual and

dependable attendance

## PROFESSIONAL

### DANCE EXPERIENCE:

#### Studio Training

→ Derry Dance Center

(June 1997-June 2007)

→ Bedford Dance Center

(August 2007 April

2009) and (August

2010-May 2012)

→ Melissa Hoffman Dance

Studio (August 2009-June

2010)

At all studios, studied in the areas of ballet, pointe, tap, jazz, modern, contemporary, lyrical, musical theater, and hip-hop as well as competition teams (BDC and MHDC)

#### Choreography

→ Blake High School

Showcase (2016)

→ Florida Dance Education

Organization (2015)

→ DanceBox Studio (2015)

→ Fall and Spring Dance

Happening (2014-2016)

→ Dancing with Winds

(2013-2015)

#### **OTHER PROFESSIONAL EXPERIENCE:**

##### **Tatte Bakery & Cafe- Cambridge, MA**

*Shift Lead/Counter Staff*

AUGUST 2016- PRESENT

- ◆ Assist in productively running the front of house staff
- ◆ Manage individuals' schedules
- ◆ Engage with customers
- ◆ Resolve any issues that may develop typically in the food industry
- ◆ Payment processing

##### **DanceBox Studio- Tampa, FL**

*Dance Instructor*

JUNE 2015- JUNE 2016

- ◆ Taught technique as well as performance skills in young dancers
- ◆ Designed and implemented summer camps and intensive workshops
- ◆ Developed own curriculum during the school year

##### **The University of Tampa- Tampa, FL**

*IT Payroll Coordinator*

AUGUST 2013-MAY 2016

- ◆ Coordinated Payroll for the IT Department on campus
- ◆ Office assistant for the Computer Coordinator of IT
- ◆ Managed schedules for Tech Support employees

##### **Boys and Girls Club of Derry-Derry, NH**

*Staff Member*

JUNE 2013-AUGUST 2014

- ◆ Created a playful and safe environment for children in grades 3-4 to play and stay active over summer vacation
- ◆ Facilitated individual check ins with children who needed additional support

##### **Derry Public School System- Derry, NH**

*Substitute Teacher*

DECEMBER 2012-JUNE 2015

- ◆ Taught students from Pre-K to fifth grade in subjects such as English, mathematics, science, social studies, and other electives

##### **Saint Thomas Aquinas Aftercare Program- Derry, NH**

*Staff Member*

SEPTEMBER 2009-JUNE 2012

- ◆ Created a safe environment for children to play, work, and enjoy
- ◆ Assisted students with homework
- ◆ Tutored students who needed additional support

#### **RESEARCH PRESENTATION EXPERIENCE**

##### **Un-Concealment: An Evolution of Truth- The University of Tampa, FL**

*Final MFA Thesis Showing*

FEBRUARY 2016

- ◆ Research subject for Assistant Professor of Dance, Susannah LeMarquand
- ◆ Performed with three other Applied Dance majors followed by a Q&A session.

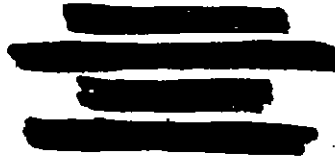
##### **Choreography in Higher Education: A Process of Embodiment- Phoenix, Arizona**

*National Dance Education Organization Conference*

OCTOBER 2015

- ◆ Co-presented and performed in session with Assistant Professor of Dance, Susannah LeMarquand, and three other Applied Dance majors

# TOM VENHAUS



## **OBJECTIVE:**

Seeking a full time position in the mental health care field, where I can utilize and enhance my skills in interpersonal relations, communications, and organization to help and support children/adolescents.

## **EDUCATION:**

**Mount Washington College**, Manchester, NH 2012-2015

**Bachelor of Science in Criminal Justice.** Coursework includes: Criminal Law, Constitutional Law and Procedure, Critical Issues in Criminal Justice, Organized Crime, Juvenile Justice, Introduction to Criminal Justice, Corrections, Policies and Procedures, Drug Abuse and Society, Psychology, and Research Methods.

Awarded Bachelors of Science in Criminal Justice in February 2015.

**Pinkerton Academy**, Derry, NH 2006-2010

Honors Student, College Prep Courses.

## **EXPERIENCE:**

**Easter Seals: Residential Instructor**, Manchester, NH January 2014-Present

Duties include: Work with neurologically and behaviorally challenged children in a highly intensive residential setting, both in groups and (one on one) situations. Teach independent living skills, instill social skills that can be used in everyday life. Coordinate therapeutic activities, following individualized treatment plans to ensure the children are getting the proper care and support they need. Attend regular trainings/meetings, documenting clients daily activities, objectives and goals based on their plan. TCI certified.

**Home Depot: Sales Associate**, Londonderry, NH 2013-2014

Duties include: Customer service, calculate and balance money drawers, merchandising, expedite orders, participate in various training sessions, resolve customer issues and/or complaints.

**Romano's Pizzeria: Delivery Driver**, Salem, NH 2012-2013

Duties include: Timed customer deliveries, documentation of payments and all money received, time management skills and ability to multi-task.

**Radio Shack Corporation: Sales Associate**, Salem, NH 2010-2012

Duties include: Inventory of electronics, ensuring sales goals were met, resolve customer issues, explain and demonstrate electronic items, merchandising, prioritize tasks.

**SKILLS:**

Basic Microsoft Office  
Team Building  
Leadership  
Working well with others

**Greater Nashua Mental Health**

Key Personnel

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Melissa Allen	Crisis Services Coordinator	\$47,500	50%	\$23,750/year
Jessica Capuano Gagnon	Director of Acute Care Services	\$70,000	5%	\$3,500/year
Various including, Lindsay Murphy, Laura Remillard and Tom Venhaus	CAFS Crisis On-Call Phone Staff	Stipend	Stipend	\$18,950/year
Various including, Lindsay Murphy, Laura Remillard and Tom Venhaus	Crisis Services Advocate (On-Call and Deployment)	Stipend	Stipend	\$44,950/year
Michelle Halpin	On-Call APRN	Stipend	Stipend	\$60,900/year
TBH - ReVive Recovery Staff – 2 <sup>nd</sup> shift	Recovery Support Worker (Subcontract with Revive)	\$23,920	100%	\$23,920/year
TBH – ReVive Recovery Staff	Recovery Support Worker (On-Call and Deployment)	Stipend	Stipend	\$25,210/year