



Lori A. Shibinette Commissioner

#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### **OFFICE OF THE COMMISSIONER**

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September 11, 2020

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

#### INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, and 2020-17, Governor Sununu has authorized the Department of Health and Human Services. Office of the Commissioner, to enter into a **Sole Source** amendment to an existing contract with Lakes Region Mental Health Center, Inc. (VC# 154480-B001), Laconia, NH, for the provision of services to individuals experiencing homelessness who test positive for COVID-19, are awaiting COVID-19 test results, have had close contact with a person who has tested positive for COVID-19, or are referred for services by a health department, with no change to the price limitation of \$1,265,277 and no change to the contract completion date of December 31, 2020. 100% Federal Funds.

The original contract was approved by the Governor on May 11, 2020, and was presented to the Executive Council on June 10, 2020 (Informational Item #K), and subsequently amended as approved by the Governor on July 31, 2020, and was presented to the Executive Council on August 26, 2020 (Informational Item #H).

05-95-95-950010-56760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	103-502664	Contracts for Op Svc	95010998	\$499,060	\$0	\$499,060
2021	103-502664	Contracts for Op Svc	95010998	\$0	\$0	\$0
			Subtotal	\$499,060	\$0	\$499,060

The Department of Health and Human Services' Mission is to join communities and families in providing apportunities for citizens to achieve health and independence. His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 3

# 05-95-90-903010-19010000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90183518	\$766,217	\$0	\$766,217
			Subtotal	\$766,217	\$0	\$766,217
			Total	\$1,265,277	\$0	\$1,265,277

#### EXPLANATION

The purpose of this amendment is to expand the population served to include individuals who are asymptomatic, but in close contact with a person who has tested positive for COVID-19, as well as individuals who are referred to services by the Manchester Public Health Department or the Nashua Public Health Department. The Contractor currently provides immediate quarantine and isolation services for individuals who are experiencing homelessness and have a COVID-19 diagnosis or are symptomatic and awaiting test results.

The Contractor, as a member of the Isolation and Quarantine Team for admissions to services, will provide intake and assessment services to determine if an individual meets the criteria for services currently provided by the Contractor.

The Department cannot determine the number of individuals who will be served from July 17, 2020, through December 31, 2020.

Once an individual is determined eligible for services, the Contractor will conduct a comprehensive intake of each individual transported to the quarantine facility using the Homeless Management Information System (HMIS). The Contractor will also gather additional information for each individual including the individual's community of origin, date of admission, date of anticipated discharge, list and dosages of medications, and the assessment form completed by the Emergency Operations Center (EOC).

The Contractor will ensure social distancing and sanitation practices are based on Centers for Disease Control (CDC) recommendations and are practiced by staff, as well as individuals receiving quarantine shelter services. The Contractor will monitor activities to maintain social distancing recommendations, and ensuring there is no sharing of personal items including smoking/vaping materials, drinks, food, and other items that may cause increased health and safety risks.

The Contractor will work with the State and Case Managers to develop transition plans to return individuals to their home shelters or communities when their individual quarantine periods are completed. The Contractor will clean each vacated room in accordance with CDC guidelines prior to re-using the room for another occupant.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 3

The parties have the option to extend the agreement for up to one (1) additional year, in accordance with Exhibit A Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2, Paragraph 3.3, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval. The Department is not exercising an option to renew services at this time.

Area served: Statewide

Source of Funds: CFDA 93.323, FAIN #NU50CK000522

The Department will request General Funds in the event that Federal Funds are no longer available and services are still needed.

Respectfully submitted,

Lori A. Shibinette Commissioner



## State of New Hampshire Department of Health and Human Services Amendment #2 to the Quarantine Services for Homeless Individuals Contract

This 2nd<sup>t</sup> Amendment to the Quarantine Services for Homeless Individuals contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Lakes Region Mental Health Center, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Beacon Street East, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on May 11, 2020 and presented to the Executive Council on June 10, 2020 (Informational Item #K), as amended and approved by the Governor on July 31, 2020 to be presented to the Executive Council on August 26, 2020, services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the partles agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

- 1. Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1, Statement of Work, Subparagraph 1.1, to read:
  - 1.1. The services provided under this contract are emergency management activities, as defined by New Hampshire (NH) Revised Statutes (RSA) 21 -P:35, Definitions. The Contractor shall:
    - 1.1.1. Provide intake and assessment services as a member of the Isolation and Quarantine Team for admissions to services detailed in this agreement; and
    - 1.1.2. Provide all services detailed in this agreement.
- 2. Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1, Statement of Work, Subparagraph 1.3, to read:
  - 1.3. The Contractor shall provide room accommodations to the State of New Hampshire, as requested, for the purpose of quarantining individuals who are homeless, or at the risk of being homeless, who:
    - 1.3.1. Are symptomatic of COVID-19 and require quarantine isolation while awaiting test results; or
    - 1.3.2. Tested positive for COVID-19; or
    - 1.3.3. Are asymptomatic, but in close contact with a person who has tested positive for COVID-19; or
    - 1.3.4. Are referred for services by:
      - 1.3.4.1 The New Hampshire Department of Health & Human Services;
      - 1.3.4.2 The Manchester Public Health Department; or
      - 1.3.4.3 The Nashua Public Health Department.

The Lakes Region Mental Health Center SS-2020-OCOM-11-QUARA-01-A02 Amendment #2 Page 1 of 3

**Contractor Initials** 

#### New Hampshire Department of Health and Human Services **Quarantine Services for Homeless Individuals**



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective retroactively to July 16, 2020 subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, and 2020-15.

State of New Hampshire

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

Santaniello Name: Title: DEHS 00

The Lakes Region Mental Health Center

Department of Health and Human Services

8/11/2020

Name: / Title: CEO

Date

The Lakes Region Mental Health Center SS-2020-OCOM-11-QUARA-01-A02

Amendment #2 Page 2 of 3

# New Hampshire Department of Health and Human Services Quarantine Services for Homeless Individuals



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

OFFICE OF THE ATTORNEY GENERAL

08/24/20

Name:

Date

Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, and 2020-15.

# OFFICE OF THE SECRETARY OF STATE

Date

Name: Title:

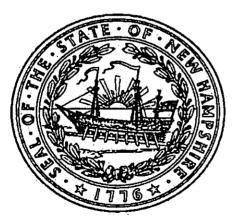
The Lakes Region Mental Health Center SS-2020-OCOM-11-QUARA-01-A02 Amendment #2 Page 3 of 3

# State of New Hampshire Department of State

# CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1969. 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: 64124 Certificate Number: 0004904592



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 30th day of April A.D. 2020.

William M. Gardner Secretary of State

### **CERTIFICATE OF AUTHORITY**

IMatthewSoza	, hereby certify that:
(Name of the elected Officer of the Corpo	oration/LLC; cannot be contract signatory)
1. I am a duly elected Clerk/Secretary/Officer of _	Lakes Region Mental Health Center, Inc
	a meeting of the Board of Directors/shareholders, duly called and nich a quorum of the Directors/shareholders were present and
VOTED: That <u>Margaret M. Pritchard. Chief Exe</u> person) (Name and Title of Contra	
is duly authorized on behalf of <u>Lakes Region Me</u> (Name of Corpor	ental Health Center, Inc. to enter into contracts or agreements with ration/ LLC)
	ties or departments and further is authorized to execute any and al and any amendments, revisions, or modifications thereto, which by to effect the purpose of this vote.
date of the contract/contract amendment to whi	nended or repealed and remains in full force and effect as of the ch this certificate is attached. This authority <b>remains valid for</b> of Authority. I further certify that it is understood that the State of

New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: July 16- 2020

Matthew Soza

Signature of Elected Officer

Name: Matthew Soza Title: Co-Treasurer, LRMHC Board of Directors



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	<u> </u>						<u> </u>	06	/26/2020
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.									
H	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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								
	is certificate does not confer rights to	o the e	certifi	cate holder in lieu of such					
	DUCER				CONTACT Jeffrey M		·		
	Minsurance Associates				LOV NO. EXU:	81-5700	1 (100, 10);	978) 6	381-5777
132	0 Osgood Street				ADDRESS: certificate	s@mtminsure.	com		
Nor	th Andover			MA 01845	INSURERA: ACE AMERICAN INSURANCE COMPANY				
INSU	RED				INSURER B: AIM MUL	ual Insurance (	Company		
	The Lakes Region Mental Hea	th Cer	iter, în	с.	INSURER C :				
	40 Beacon Street East				INSURER D :				
					INSURER E :				
	Laconia			NH 03248	INSURER F :				
				NUMBER: 2020 Master			REVISION NUMBER:		
IN	IIS IS TO CERTIFY THAT THE POLICIES OF DICATED. NOTWITHSTANDING ANY REQU	IREME	NT, TI	ERM OR CONDITION OF ANY	CONTRACT OR OTHER	ROCUMENT	WITH RESPECT TO WHICH THI		
	ERTIFICATE MAY BE ISSUED OR MAY PERT (CLUSIONS AND CONDITIONS OF SUCH P						UBJECT TO ALL THE TERMS,		
NSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICYED	LIMITS		
LTR			WYD	PULICT NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	T T	1.00	0,000
•							EACH OCCURRENCE \$	250.	· · · · · · · · · · · · · · · · · · ·
							PREMISES (Ea occurrence) \$	<u>25,000</u>	
A		·		SVRD37803601010	06/26/2020	06/26/2021	MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$	• 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:	·					GENERAL AGGREGATE \$	0.00	0,000
							PRODUCTS - COMPYOP AGG 1	1 00	0,000
							FRODUCIS-COMPLET AGG		
	AUTOMOBILE LIABILITY	+					COMBINED SINGLE LIMIT	2,00	0,000
1	OTUAYAA						(Ea accident) * BODILY INJURY (Per person) \$	-	· · · · ·
		·		CALH08618574010	06/26/2020	06/26/2021	BODILY INJURY (Per accident) \$	\$	
		·					PROPERTY DAMAGE \$		
							S S		
							EACH OCCURRENCE \$	4,00	0,000
A	EXCESS LIAB CLAIMS-MADE			XOOG25518540010	06/26/2020	08/26/2021	AGGREGATE \$	4,00	0,000 ·
•		1					5		
	WORKERS COMPENSATION								
в		N/A	[	ECC-600-4000907-2020A	06/26/2020	06/26/2021		1,00	0,000
-	(Mandatory In NH)	ll"'^		E00-000-4000301-2020A	00/20/2020	00/20/2021	EL. DISEASE - EA EMPLOYEE \$	1,00	0,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						EL. DISEASE - POLICY LIMIT \$	1,00	0,000
	Professional Liability						Occurrence per Incident	5,00	0,000
A		1		OGLG2551662A010	06/26/2020	06/26/2021	Aggregate Limit		0,000
	<u> </u>	<u> </u>					Retro Date	6/26	/2011
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract.									
								-	
					<b>.</b>				
CER					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.								
	Concord			NH 03301	But	High			
	ł		·			D 1988-2015	ACORD CORPORATION. A	ll rial	its reserved.
ACC	ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD								



# Lakes Region Mental Health Center

# Our Mission:

Lakes Region Mental Health Center's mission is to provide integrated mental and physical health care for people with mental illness while creating wellness and understanding in our communities.

# **Our** Vision:

Lakes Region Mental Health Center is the community leader providing quality, accessible and integrated mental and physical health services, delivered with dedication and compassion.

# Our Values:

R espect	We conduct our business and provide services with respect and professionalism.
A dvocacy	We advocate for those we serve through enhanced collaborations, community relations and political actions.
I ntegrity	We work with integrity and transparency, setting a moral compass for
I	the agency.
S tewardship	We are effective stewards of our resources for our clients and our agency's health.
E xcellence	We are committed to excellence in all programming and services.

(Revised & Approved by the Board of Directors, 9/15/2015)

# The Lakes Region Mental Health Center, Inc.

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# FINANCIAL STATEMENTS

June 30, 2019

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#### INDEPENDENT AUDITOR'S REPORT

#### To the Board of Directors of The Lakes Region Mental Health Center, Inc.

We have audited the accompanying financial statements of The Lakes Region Mental Health Center, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2019, and the related statement of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

#### Management's Responsibility for the Financial Statements

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

#### Auditor's Responsibility

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

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

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

## To the Board of Directors of The Lakes Region Mental Health Center, Inc. Page 2

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Lakes Region Mental Health Center, Inc. as of June 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Analysis of Accounts Receivables, the Analysis of BBH Revenues, Receipts & Receivables and schedules of functional public support, revenues and expenses on pages 13-16 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements 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.

#### Effect of Adopting New Accounting Standard

As discussed in Note 13 to the financial statements, the Center conformed to ASU 2016-14, change in accounting principal. The change was adopted retroactively. Our opinion is not modified with respect to that matter.

Kittell Branagan + Sargert

St. Albans, Vermont September 16, 2019

# The Lakes Region Mental Health Center, Inc. STATEMENT OF FINANCIAL POSITION June 30, 2019

# ASSETS

CURRENT ASSETS	
Cash	\$ 871,867
Investments	1,676,200
Restricted cash	214,299
Accounts receivable (net of \$906,500 allowance)	1,245,023
Prepaid expenses and other current assets	143,584
TOTAL CURRENT ASSETS	4,150,973
PROPERTY AND EQUIPMENT - NET	5,622,649
TOTAL ASSETS	<u>\$ 9,773,622</u>
LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES	
Accounts payable	\$ 161,584
Current portion long-term debt	105,394
Accrued payroll and related	364,517
Deferred income	100,035
Accrued vacation	377,451
Accrued expenses	292,305
TOTAL CURRENT LIABILITIES	1,401,286
LONG-TERM DEBT, less current portion	
Notes and Bonds Payable	4,187,210
Less: unamortized debt issuance costs	(90,156)
TOTAL LONG-TERM LIABILITIES	4,097,054
TOTAL LIABILITIES	5,498,340
NETASSETS	4 075 000
Net assets without donor restrictions	4,275,282
TOTAL LIABILITIES AND NET ASSETS	\$ 9,773,622
TOTAL LIADICITIES AND NET ASSETS	$\Psi = O_1 F + O_1 O_2 Z_2$

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See Notes to Financial Statements

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# The Lakes Region Mental Health Center, Inc. STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS For the Year Ended June 30, 2019

	Net Assets
	without Donor
	Restrictions
PUBLIC SUPPORT AND REVENUES	
Public support - Federal	<b>6 570</b> 000
	\$ 572,299
State of New Hampshire - BBH Other public support	406,208
Total Public Support	<u>435,857</u> 1,414,364
	1,414,504
Revenues -	
Program service fees	11,700,600
Rental income	84,867
Other revenue	263,839
Total Revenues	12,049,305
TOTAL PUBLIC SUPPORT AND REVENUES	13,463,669
BBH funded program services - Children Services	0.000 (70
Multi-service	3,090,476
ACT	5,628,380
Emergency Services	1,280,968
Housing Services	1,063,295
Non-Eligible	501,160 508,556
Non-BBH funded program services	<u> </u>
	1,010,421
TOTAL EXPENSES	13,643,262
DECREASE IN NET ASSETS FROM OPERATIONS	(179,593)
Loss on sale of fixed asset	(170,446)
Investment income	130,763
TOTAL OTHER INCOME (LOSS)	(39,683)
TOTAL DECREASE IN NET ASSETS	(219,276)
NET ASSETS, beginning	4,494,558
NET ASSETS, ending	<u>\$ 4.275.282</u>

See Notes to Financial Statements.

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# The Lakes Region Mental Health Center, Inc. STATEMENT OF CASH FLOWS For the Year Ended June 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES	
(Decrease) in net assets	\$ (219,276)
Adjustments to reconcile to net cash	
provided by operations:	
Depreciation and Amortization	328,568
Loss on sale of asset	170,466
Value of Donated Assets	(26,925)
Unrealized gain on investments	(1,417)
(Increase) decrease in:	X
Accounts receivable	402,937
Prepaid expenses	(45,288)
Restricted Cash	34,234
Increase (decrease) in:	
Accounts payable & accrued liabilities	73,329
Deferred income	(22,344)
NET CASH PROVIDED BY OPERATING ACTIVITIES	694,284
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(51,238)
Net investment activity	(122,355)
NET CASH (USED) BY INVESTING ACTIVITIES	(173,593)
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on long-term debt	(801,932)
NET DECREASE IN CASH	(281,241)
CASH AT BEGINNING OF YEAR	1,367,407
	1,307,407
CASH AT END OF YEAR	\$ 1,086,166
SUPPLEMENTAL DISCLOSURE	
Cash Payments for Interest	<u>\$ 172,108</u>

See Notes to Financial Statements

#### NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Organization

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

#### Estimates

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

#### **Depreciation**

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Estimated useful lives range from 3 to 40 years.

#### State Grants

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

#### Vacation Pay and Fringe Benefits

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

#### **Revenue**

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

#### **Client Service Revenue**

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2019 totaled \$10,463,319, of which \$10,211,374 was revenue from third-party payers and \$251,945 was revenue from self-pay clients.

# NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### Third Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by thirdparty payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

#### Basis for Presentation

The financial statements of the Center have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August, 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Orgnizations" (the "Guide"). (ASC) 958-205 was effective March 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net asset of the Center and changes therein are classified as follows:

<u>Net assets without donor restrictions</u>: Net assets that are not subject to donor imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

<u>Net assets with donor restrictions</u>: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Center or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

#### Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### Policy for Evaluating Collectability of Accounts Receivable

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

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

The allowance for doubtful accounts was \$906,500 and \$760,000 for the years ended June 30, 2019 and 2018. Total patient accounts receivable decreased to \$1,871,450 as of June 30, 2019 from \$1,950,374 at June 30, 2018. As a result of changes to payer mix present at year end the allowance as a percentage of total accounts receivable increased from 39% to 48% of total patient accounts receivable.

#### Advertising

Advertising costs are expensed as incurred. Total costs were \$83,347 at June 30, 2019 and consisted of \$41,322 for recruitment, \$37,242 for agency advertising and \$4,784 related to fundrasing.

#### New Accounting Pronouncement:

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Center has adjusted the presentation of these statements.

## NOTE 2 PROPERTY AND EQUIPMENT

The Center elects to capitalize all purchases with a useful life of greater than one year and a cost of \$1,000 or more. Property and equipment, at cost, consists of the following:

#### PROPERTY AND EQUIPMENT (continued) NOTE 2 \$ 6,588,630 Land, buildings and improvements Computer equipment 1.064.066 685,916 Furniture, fixtures and equipment 139,738 Vehicles 26,925 Artwork 700 Construction in progress 8,505,975 Accumulated depreciation (2,883,326)\$ 5.622.649 NET BOOK VALUE NOTE 3 ACCOUNTS RECEIVABLE ACCOUNTS RECEIVABLE - TRADE 140,436 Due from clients \$ 494,624 Receivable from insurance companies Medicaid receivables 990.582 Medicare receivables 245,808 1,871,450 Allowance for doubtful accounts (906, 500)**Total Receivable - Trade** 964,950 ACCOUNTS RECEIVABLE - OTHER 1,840 Housing Rent HUD 42,899 5,200 Mount Prospect Academy **Capital Campaign Pledges** 2,584 NFI North, Inc. 2.325 SAMSHA 32,031 **BBH - Bureau of Behavioral Health** 81,102 31,815 Lakes Region Healthcare Other Grants and Contracts 80,277 Total Receivable - Other 280,073 TOTAL ACCOUNTS RECEIVABLE \$ 1,245,023

#### NOTE 4 LINE OF CREDIT

As of June 30, 2019, the Center had available a line of credit with an upper limit of \$1,000,000 with a local area bank. At that date, \$-0- had been borrowed against the line of credit. These funds are available at a variable rate of interest, with a floor no less than 4.0% per annum, currently 5.50%. The availability under this line will be limited to 70% of the current market value of the Vanguard Funds which have been pledged to the local area bank. This line of credit expires June 9, 2021, and is secured by all business assets.

#### NOTE 5 COMMITMENTS

The corporation leases real estate and equipment under various operating leases. Minimum future rental payments under non cancelable operating leases as of June 30, 2019 for each of the next four years and in the aggregate are:

,	<u> </u>	<u>Amount</u>
۰.	2020	\$ 79,935
	2021	40,773
	2022	38,604
	2023	38,043
	2024	38,043

Total rent expense for the year ended June 30, 2019, including rent expense for leases with a remaining term of one year or less was \$114,964.

#### NOTE 6 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a defined contribution 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2019 the total contributions into the plan were \$131,726. Total administrative fees paid into the plan for the year ended June 30, 2019 were \$10,843.

#### NOTE 7 LONG-TERM DEBT

As of June 30, 2019, long-term debt consisted of the following:

2.97% bond payable - Meredith Village Savings Bank due in monthly	1
installments of \$19,288 (principal and interest) beginning in	
June 2019. Secured by building through June, 2047.	\$4,292,604
Unamortized debt issuance costs	(90,156)
Total long-term debt	4,202,448
Less: Current Portion	(105,394)
Long-term debt, excluding current installments	\$4,097,054

#### NOTE 7 LONG-TERM DEBT (continued)

Expected maturities for the next five years are as follows:

Year Ending June 30,	
2020	\$ 105,394
2021	108,568
2022	111,836
2023	115,203
2024	118,672
Thereafter	3,732,931
	\$ 4,292,604

#### NOTE 8 CONTINGENT LIABILITIES

The Center receives money under various State and Federal grants. Under the terms of these grants, the Center is required to use the money within the grant period for purposes specified in the grant proposal and is subject to compliance reviews and audits by the grantor agencies. It is the opinion of management that any liability, resulting from future grantor agency audits of completed grant contracts, would not be material in relation to the overall financial statements.

# NOTE 9 INVESTMENTS

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2019, the status of these funds were as follows:

	Cost			nrealized ain (Loss)	Market		
Large Blend	\$	393,044	\$	231,451	\$	624,495	
Health		266,910		32,814		299,724	
Large Growth		167,367		(960)		166,407	
Mid-Cap Value		171,706		149,540		321,246	
Short-Term Bond		206,462		57,866		264,328	
	\$	1,205,489	\$	470,711	\$	1,676,200	

#### NOTE 9 INVESTMENTS, (continued)

The related unrealized gain (losses) have been included in the investment income line on the accompanying statement of activities. Investment income is as follows:

Interest and Dividends	\$ 33,512	2
Realized Gains	95,834	4
Unrealized Gains	1,41	7
· ·		
	\$ 130.76	3

## NOTE 10 FAIR VALUE MEASUREMENTS

Professional accounting standards require a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under these professional accounting standards are described below:

Basis of Fair Value Measurement

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2019. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

#### NOTE 11 CONCENTRATIONS OF CREDIT RISK

At June 30, 2019, the carrying amount of the cash deposits is \$1,086,166 and the bank balance totaled \$1,174,696. Of the bank balance, \$485,033 was insured by Federal Deposit Insurance and \$689,664 was offset by debt.

#### NOTE 11 CONCENTRATIONS OF CREDIT RISK (continued)

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, 2019 is as follows:

Due from clients	r	8	%	
Insurance companies		26		,
Medicaid		53		
Medicare		13		
		100	%	

#### NOTE 12 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2019 for general expenditures:

Cash	\$ 871,867
Investments	1,676,200
Accounts receivable	1,245,023
Various Deposits	6,000
	\$3,799,090

Restricted deposits and reserves are restricted for specific purposes and therefore not available for general expenditures.

As part of the Center's liquidity management, it has a policy to structure its financial assets available as its general expenditures, liabilities and other obligations come due.

# NOTE 13 CHANGE IN ACCOUNTING PRINCIPAL – RETROSPECTIVE APPLICATION

On January 1, 2018, the Center changed its method of accounting for net assets to conform with ASU 2016-14, effective for fiscal years beginning after December 15, 2017. The change was adopted retroactively. Under the new accounting method, the Center must now report their net assets as either with donor restrictions or without donor restrictions. As a result, the cumulative effect of applying the new method, the following amounts increased/ (decreased):

	<u>2018</u>
Unrestricted Net Assets	\$ (4,494,558)
Net Assets without Donor Restrictions	\$ 4,494,558

# NOTE 14 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 16, 2019 which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2019, have been incorporated into the financial statements herein.

# SUPPLEMENTARY INFORMATION

# The Lakes Region Mental Health Center, Inc. ANALYSIS OF ACCOUNTS RECEIVABLE For the Year Ended June 30, 2019

	Accounts Receivable Beginning of Year Gross Fees	Contractual Allowances and Other Discounts Cash Given Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 128,119 \$ 1,930,321	\$ (1,678,376) \$ (239,628)	\$ 140,436
BLUE CROSS / BLUE SHIELD	304,382 784,226	(596,139) (333,786)	158,683
MEDICAID	1,018,470 14,182,948	(5,220,473) (8,990,363)	990,582
MEDICARE	185,899 1,510,927	(837,531) (613,487)	245,808
OTHER INSURANCE	313,504 979,757	(592,341) (364,979)	335,941
ALLOWÂNCE FOR DOUBTFUL ACCOUNTS	(760,000)	<u> </u>	(906,500)
TOTAL	<u>\$ 1,190,374</u>	<u>\$ (8,924,860)</u> <u>\$ (10,542,243</u> )	<u>\$    964,950</u>

# The Lakes Region Mental Health Center, Inc. ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES For the Year Ended June 30, 2019

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2019	<u>\$ 1,408</u>	\$ 406,208	<u>\$ (326,514</u> )	<u>\$81,102</u>
ý ,				
	Analysis of Receipts Date of Receipt			
_	Deposit Date		Amount	
	07/16/18		\$ 1,260	
	07/20/18		. 148	
	08/10/18		9,603	
	08/21/18		51,180	
	09/06/18		52,510	
	09/13/18		7,848	
	10/04/18		57,076	
	10/31/18		13,505	
	11/21/18		5,602	
	11/29/18		4,221	
	12/07/18		95,759	
	12/13/18		16,553	
	12/21/18		7,848	
•	12/31/18		34,198	
	01/04/19		6,087	
	01/09/19		7,848	
	01/31/19		14,340	
	02/08/19		7,848	
	03/06/19		7,995	
	04/03/19		10,081	
	04/08/19		7,995	
	05/01/19		2,624	
	05/21/19		21,553	
	05/30/19		7,848	
	06/14/19		22,972	
	06/26/19		19,388	
	Less: Federal Monies		(167,376)	
			<u>\$ 326,514</u>	

#### The Lakes Region Mental Health Center, Inc. STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES For the Year Ended June 30, 2019

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					•				Housing	Services		Non BBH
	Total	Admin.	Total	Children	Multi -Service	ACT		mergency	Apts. S.L.	Apts. S.L.	Non	Funded
	Agency	Aomin.	Programs	Cnildren	-Service			Services	Summer	McGrath	Eligible	Programs
Program Service Fees:		•										
Net Client Fee	\$ 251,945	s.	\$ 251,945	\$ 45,340	\$ 68,935	\$ 27,3	354 <b>\$</b>	35,288	<b>s</b> -	s -	\$ 75,028	\$-
Blue Cross/Blue Shield	188,087	-	188,087	80,169	75,024	9,6	500	75,774	-	-	(52,480)	
Medicaid	8,962,475	-	8,962,475	3,027,437	4,958,600	542,1	20	363,699	-	-	70,619	
Medicare	673,396		673,396	1	588,453	24,3	30	3,343	-	-	57,269	
Other Insurance	387,416	-	387,416	83,163	135,621	5,0	92	49,941		-	113,599	-
Program Sales:												
Service	1,237,279	-	1,237,279	78,779	82,400		-	7,400		-	5,160	1,063,540
Public Support - Other:												
United Way	1,525	-	1,525	-	1,525		-	-	-	-	-	
Local/County Government	140,970		140,970	-	-		-	117,970		-	23,000	
Donations/Contributions	215,828	215,278	550	-	-		-	-	275	275	· · -	
Other Public Support	76,454	37,200	39,254	22,604	11,250	2,2	250	2,025		-	450	675
Div. Voc. Rehab.	1,080	-	1,080	-	1,080		-					-
Federal Funding:												
HUD Grant	154,435	-	154,435	-	-		-	-	60,123	94,312	-	-
Other Federal Grants	417,864	3,023	414,841	-	-		-		-	-	-	414 841
Rental Income	84,867	3,827	81,040	2,952	2,952	4	92		35,760	38,392	-	492
DBH & DS:												
Community Mental Health	365,544		365,544	5,964	25,410	240,0	000	94,170		-	-	-
DCYF	664	-	664	664	-		-	•	-	-	-	-
Other BBH	40,000	40,000	· .	-	-		-	-	-	-	-	-
Interest Income	642	642	-	-	-		-	-	-	-	-	-
Other Revenues	263,197	186,639	76,558	18,533	42,019			15,993	-	-	13	-
	13,463,669	486,609	12,977,060	3,365,606	5,993,269	851.2	39	765,603	96,158	132,979	292,658	1,479,548
Administration		(486,609)	486,609	126,203	224,733	31,9		28,708	3,606	4,986	10,974	55,480
TOTAL PUBLIC SUPPORT AND												
RÉVÉNUES	<u>\$ 13,463,669</u>	<u>s -</u>	<b>\$</b> 13,463,669	\$ 3,491,809	<u>\$ 6,218,002</u>	<b>\$ 883</b> ,1	<u>58</u> <u>\$</u>	794,311	<u>\$ 99,764</u>	<b>\$</b> 137,965	\$ 303,632	<u>\$ 1,535,028</u>

#### The Lakes Region Mental Health Center, Inc. STATEMENT OF FUNCTIONAL EXPENSES For the Year Ended June 30, 2019

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		For the Year Ended June 30, 2019																
					Housing	Serv	ices			Non BBH								
		Total Agency	Administration	Total Programs		Children	Multi-Servi	ce	ACT	Emergency Services		Apts. S.L. Summer		pts. S.L. AcGrath	Nor	-Eligible		Funded rograms
Personnel Costs:					_													
Salary and wages	\$	8,518,992	\$ 666,530	\$ 7,852,462	s	1,774,022	\$ 3,141,3	327	\$ -811,890	\$ 668,074	s	101,860	s	110,595	s	267,932	s	976,762
Employee benefits		1,905,776	127,746	1.778.030		413,683	778,		162,296	147,577	-	. (5)		332	•	128,085	-	147,256
Payroll Taxes		584,335	46,416	537,919		118,677	230.0		53,388	47,714		7,646		9.054		19,577		51,825
Substitute Staff		153,938	596	153,342		2,557	106.3		894	6,945				-		199		35,948
PROFESSIONAL FEES AND CONSULTANTS:							,			-1								
Accounting/audit fees .		58,530	58,530			-		-	-	-		•		•		-		-
Legal fees		26,754	23,210	3,544		48	3,4	123	18	16		29		•		4		6
Other professional fees		131,900	7,430	124,470		3,315	4,	179	43	39		25,600		25,865		9	-	65,420
Staff Devel. & Training:																		
Journals & publications		976	134	842		13	1	325	•	-		-		-		3		1
In-Service training		10,822	560	10,262		2,364	5,1	731	888	789		-		•		196		294
Conferences & conventions		83.015	6,213	76,802		13,151	36,9	955	4,163	3,649		63		63		379		18,379
Other staff development		34,973	1,026	33,947		7,352	17	42	266	6,002		•		-		268		2,317
Occupancy costs:																		
Rent		90,136	3,253	86,883		29,975	46,1	352	812	722		-				5,911		2,611
Mortgage (Interest)		169,762	168,277	1,485		-	1,3	37	74	-				-		-		74
Heating Costs		46,186	11,124	35,062		6,121	8,4	12	757	281		10,726		7,294		700		771
Other Utilities		93,566	24,541	69,025		16,819	19,6	659	1,856	-		13,669		13,587		1,105		2,330
Maintenance & repairs		175,940	44,572	131,368		41,059	44	668	7,187	2,372		12,664		16,014		927		6,577
Taxes		18,910	18,910	-		-		•	-	-				-				-
Consumable Supplies:																		
Office		32,086	8,996	23,090		7,640	9,6	31	1,428	1,531		136		131		1,454		1,139
Building/household		58,658	13,797	44,861		6,076	11.3	66	1,928	1,889		3,814		18,172		854		762
Medical		11,093	-	11,093		•	3,5	16	-	-		-		-		-		7,377
Other		176,851	9,484	167,367		41,528	82,6	60	15,622	13,909		-		-		3,428		10,220
Depreciation-Equipment		89,872	17,816	72,056		23,209	31,2	21	5,317	2,971		1,076		3,648		968		3,646
Depreciation-Building		238,696	84,007	154,689		48,840	48,8	378	8,070	13		15,166		25,554		3		8,165
Equipment rental		22,410	5,798	16,612		6,377	6,6	67	966	737		•		-		850		1,015
Equipment maintenance		41,238	2,469	38,769		9,877	19,1	54	3,704	· 3,292		•		84		823		1,235
Advertising		83,347	7,667	75,680		14,699	50,0	H0	4,457	3,963		-		-		1,024		1,497
Printing		1,549	69	1,480		307	8	57	119	116		-		-		47		34
Telephone/communications		237,764	32,311	205,453		61,222	82,1	79	9,236	21,687		9,180		228		13,692		8,029
Postage/shipping Transportation:		13,904	986	12,918		3,483	6,6	60	. 1,061	943		-		•		363		408
Staff		247,839	1,210	246,629		61,202	132,4	44	36,903	5,296		1,850		1,854		2,869		4,211
Clients		21,635	-	21,635			21,6		00,000	0,200				1,004		2,005		-,211
Assist to Individuals:																		-
Client services		38,138	-	38,138		19,134	16,7	76	20			630		1,474		-		104
Insurance:									20			000		1,474		-		104
Malpractice/bonding		56,652	14,650	42,002		10,284	20,1	63	4,711	2,510				· .		620		3,714
Vehicles		4,496		4,496		369		85	144	126						29		43
. Comp. Property/liability		34,669	20,969	13,700		2,998	•	28	1,073	976		1,029		1,040		287		369
Membership Dues		38,587	1,288	37,299		671		05	132	118		1.025		1,040		29		35,644
Other Expenditures		89,267	60,834	28,433		5,568	11,5		1,515	2,804		4,775		1,478		328		572
		13,643,262	1,491,419	12,151,843		2.752.640	5,013,1		1,140,938	947.061	_	209,908	_	236,467	-	452,963		1,398,755
Admin. Allocation	_		(1,491,419)	1,491,419		337,836	615,2		140,030	116,234	_	25,763	_	29,022		55,593	_	171,672
TOTAL PROGRAM EXPENSES	<u>s</u>	13,643,262	<u>s</u>	<u>\$ 13,643,262</u>	<u>s</u>	3,090,476	<u>\$ 5,628,3</u>	80	<u>\$ 1,280,968</u>	<u>\$ 1,063,295</u>	<u>s</u>	235,671	<u>s</u>	265,489	<u>s</u>	508,556	<u>s</u>	1,570,427

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LAKES REGION MENTAL HEALTH CENTER, INC. Board of Directors Listing April, 2020						
President	Jannine	Sutcliffe				
Vice President	Gail	Mears				
Co-Treasurer	Ed	McFarland				
Co-Treasurer	Matt	Soza				
Secretary	Susan	Stearns				
Member at Large	Marsha	Bourdon				
Member at Large	Marlin	Collingwood				
Member at Large	Peter	Minkow				
Member at Large	Laura	LeMien				
Member at Large	Deborah	Pendergast				
Member at Large	Seifu	Ragassa				
Member at Large	James	Stapp				
Member at Large	Rev. Judith	Wright				

#### Margaret M. Pritchard, BS, MS



#### **Objective:** Promoting the expansion and integration of health care in New Hampshire

#### Lakes Region Mental Health Center, Laconia, NH

2007-Present

Chief Executive Officer

LRMHC is one of ten community mental health centers in New Hampshire. Established in 1966 the center serves approximately 4,000 patients annually with approximately 190 staff and a \$13 million dollar budget.

- Responsible for the overall administration, planning, development, coordination and evaluation of all operations of the agency
- o Responsible for all contract development and negotiations
- o Ensures a successful, client-oriented community mental health organization
- o Has oversight responsibility for the financial viability and legal obligations of LRMHC
- o Organizational strategy and planning with senior leadership and board of directors
- o Lead advocate for federal and state legislation, company spokesperson
- o SAMSHA Grant Integrated care established in partnership with two local FQHC(s)
- o Oversaw \$5.1 million dollar purchase and renovation of facility

#### **Community Partners, Dover**

#### Chief Operating Officer

Community Partners is a non-profit organization designated by the State of New Hampshire as the Community Mental Health Center and the Area Agency for Developmental Services for Strafford County, NH. The agency offers an array of services to individuals and families along with early supports and services for infants and young children with developmental disabilities.

- Implemented and maintained a cohesive corporate identity between two previously separate organizations
- Responsible for incorporating \$7 million dollar CMHC operations into an existing developmental services agency
- o Establish and monitor revenue projects for all mental health services
- o Clinical oversight of all medical and psychiatric services

#### **Genesis Behavioral Health, Laconia, NH** (Known now as LRMHC – see above) Director, Clinical Operations

o Established multidisciplinary teams and set standards of care

- Monitored contractor agreements and MOU(s)
- o Established revenue projections for \$5 million dollar operation
- Supervised all clinical directors and program development
- o Served on community boards and committees
- o Recruitment of medical staff

#### Riverbend Community Mental Health Center, Concord, NH

#### Director, Community Support Program

Riverbend was founded in 1963 and is one of ten community mental health centers in New Hampshire. Riverbend is an affiliate of Capital Region Health Care and is a member of the NH Community Behavioral Health Association.

- o Established and ensured full range of services for adults with psychiatric disabilities
- o Developed programmatic policies and procedures with Quality Assurance Department
- Established productivity expectations consistent with budget target of approximately \$4 million dollars
- Monitored and implemented quality assurance standards to satisfy regulators including NH DBH, Medicaid, Medicare, NHHFA. etc
- Established an office of consumer affairs and created a committee of consumers and staff to give feedback and direction relative to department performance

#### 2001-2007

#### 1994-2000

2000-2001

# Greater Manchester Mental Health Center, Manchester, NH

Director, Emergency Services

Greater Manchester Mental Health Center is a private, nonprofit community mental wellness center. Since 1960, GMMHC has been serving children, teens, adults and seniors from the greater Manchester area, providing help and treatment regardless of age, diagnosis or ability to pay.

#### Managed the 24-hour emergency care and psychiatric assessments 0

- Provided crisis intervention and emergency care to people in acute distress ٥
- Recruited, trained and supervised department personnel
- Liaison to local police, hospitals, homeless shelters and refugee centers

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

- o Supervised and trained direct care staff, implementing treatment related to independent living skills and community-based living
- Screened and assessed patients for appropriate services and placement ο
- Liaison with local housing authority and police 0
- Wrote and implemented residential service plans for 40 psychiatrically disabled adults 0

## Community Council of Nashua, Nashua, NH

Director, Community Education (Known now as The Greater Nashua MHC & Community Council) Established in 1920 as a welfare office and then as a community mental health center in 1967. This was a newly created positon which focused on building community bridges with the organization.

- o Developed and implemented agency-wide staff development plan
- Authored grants and responded to RFP's for special projects promoting education and 0 prevention services
- Developed a curriculum with NAMI-NH to support parents of adult children with SPMI/SMI 0

# NE Non-Profit Housing, Manchester, NH

#### Social Worker

The agency mission was to develop and expand low income housing options in the greater Manchester area.

- o Property management and general contractors for CDBH/"Mod Rehab" housing projects
- Co-authored grant for \$2.5 million dollar HUD grant for "Women in Transition" Ö
- Conducted housing inspections and worked with code department and local authority to assure 0 compliance standards

#### **Region IV Area Agency, Concord**

Case Manager

Designated by NH Department of Developmental Services in the capital region serving the needs of individuals and families affected by cognitive impairments.

o Developed and monitored treatment plans for 25 developmentally disabled adults

Education:	1998-2000	New England College	Henniker, NH						
		MS Community Mental F	lealth Counseling						
	1996	Graduated NH Police Standards & Training							
		Part-time Police Officer	_						
	1977-1981	SUNY Brockport	Brockport, NY						
	BS Social Wo	rk							

Interests: Granite State Critical Incident Street Management Vice President & Coordinator Navigating Recovery of the Lakes Region - Board Member Community Health Services Network - Board President

1986

# 1989-1992 ·

1982-1985

1986-1989

# Sunshine S. Fisk

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EXPERIENCE	Lakes Region Community College Laconia, NH	2015-Present									
	Chief Financial Officer										
	Supervisory responsibility for Business Services and Stock C										
	<ul> <li>Responsible for annual budget process for over 60 cost center</li> </ul>										
	Instituted monthly financial reporting for leadership and quar										
	Presentations to college campus on the financial outlook and Chain of Development Committee	strategic financial initiatives									
	Chair of Professional Development Committee Riverbend Community Mental Health, Inc.	2005-2015									
	Concord, NH	2003-2013									
	Controller										
	<ul> <li>Supervisory responsibility (A/P, General Ledger &amp; Cash)</li> </ul>										
	Responsible for General Ledger (2013) & Fixed Asset (2008)	software conversions									
	State of New Hampshire, Concord Hospital and additional ex	ternal reporting including bank covenants									
•	Detailed and extensive budgeting for over 17 Cost Centers an	d \$21 million									
	Revenue forecast & strategic modeling for Managed Medicai	d case rate implementation									
		Annual audit coordination for three companies and 990/1065 Tax reporting review									
	Internal Instructor for Beginner and Intermediate Excel										
	Financial statements & Ad Hoc reporting for Board of Director	2004-2005									
	Easter Seals New Hampshire, Inc.	2004-2003									
	Manchester, NH Assistant Controller										
	<ul> <li>Grant Administration for several New Hampshire grants</li> </ul>										
	<ul> <li>Consolidated Inter/Intra company Financial Statement preparation and analysis</li> </ul>										
	<ul> <li>Tax Reporting, NH Charitable Trust Reports and Insurance Review</li> </ul>										
	Banking compliance, Debt Covenant Reporting and Banking Relations										
	> Quarterly and monthly Ad Hoc reporting for Board of Directors and Senior Management										
	<ul> <li>Responsible for department restructure, staffing, internal controls and supervising NH/VT/ME Accounting</li> </ul>										
	General Growth Properties, Inc.	1998-2004									
•	Chicago, Illinois										
	Senior Accountant-Natick Mall, Natick, Massachusetts										
	<ul> <li>Financial Statement preparation for over \$30 million in annual revenues</li> <li>Forecasting, input and analysis for R24 budget used for SEC Reporting</li> </ul>										
	<ul> <li>Forecasting, input and analysis for R24 budget used for SEC Reporting</li> <li>Monthly variance analysis of financial statements and occupancy levels for executive management</li> </ul>										
	<ul> <li>Saved company over \$50K annually through recovery analysis on tenant CAM &amp; escrow accounts</li> </ul>										
	<ul> <li>Supervisory responsibility (Cash, A/P, A/R &amp; G/L)</li> </ul>										
	Weekend Property Management Responsibility										
	Internship Coordinator										
	Accountant I & II-Steeplegate Mall, Concord, New Hampshire										
	Maintain the financial documentation of the mall gift certificate program										
	> Settlement reconciliations for tenant escrow accounts; taxes, utilities and other charges										
	<ul> <li>Assist in internal audits for Sarbanes-Oxley compliance and r</li> <li>Received a bonus for excellence in collections by decreasing</li> </ul>										
ADDITIONAL	Wil-Sun Fisk Properties, LLC Tilton, New Hampsh	ire 2009-Present									
EXPERIENCE	Owner										
EDUCATION	Master's of Business Administration Southern New Hampshire University, Manchester, New Hampshir										
•	Master's of Science Accounting	-									
	Southern New Hampshire University, Manchester, New Hampshire	e									
COMPUTER	Excel, Solomon, Quicken/Quick Books Pro, Management Reports	International (MRI), Power Point,									
SKILLS	JD Edwards, DYNA Budget Software, Depreciation Works, Peop.	eSoft, CMHC, Quantum and Icentrix									
MEMBERSHIPS	Zonta Club of Concord, 2005 Concord Monitor Tilton-Northfield	Town Crier Writer, Leadership Greater									
	Concord Graduate & Steering Committee Member, Sanbornton Ce	ntral School PTO, Tilton-Northfield									
	Little League Treasurer										

# Vladimir Jelnov, MD

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Phone: Home: Cell: Email:

#### Summary of expertise:

Fifteen years of clinical experience as a psychiatrist (Russia). Seven years of supervision, training and program coordination experience. Six years experience in USA (including four year residency program)

# **EDUCATION**

Novosibirsk State Medical Academy, Novosibirsk, Russia	Medical student	<i>09 / 72 - 07 / 78</i>
Novosibirsk State University, Novosibirsk, Russia	Psychology student	10 / 93 - 02 / 95

# POSTGRADUATE TRAINING

Elmhurst Hospital Center, Mt. Sinai Medical school, NYC	Internship/ residency, psychiatry	07/03 - 07/07
Central Research Institute for Medical Doctors, S. Petersburg, Russia	Postdoctoral clinical training	09/84 - 12/84
State Psychiatric Institute, Moscow,	Postdoctoral clinical training	06/83 – 07/83
State Psychoneurologic Institute, S. Petersburg, Russia	Postdoctoral dissertation	08 / 84 - 05 / 85

# HOSPITAL AND CLINIC APPOINTMENTS

State Psychiatric Hospital, Novosibirsk, Russia	Attending Psychiatrist, short term inpatient	03/80 - 12/82
Novosibirsk City Hospital #2	Attending Psychiatrist; outpatient clinic	12/82-02/84
Regional Psychiatric Emergency Mobil Team, Novosibirsk, Russia	Part time, Attending Psychiatrist	3/82-10/84
Novosibirsk City Psychoneurological Dispensary	Chief of Psychotherapy Division; evaluation & treatment adults with mental problems; clinical & administrative supervision for staff, program development, training &	02/84 - 12/87

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Novosibirsk Municipal Department of Mental Health	Senior Supervisor for Psychotherapy Division	·02/84 – 12/87
Center for Psychological Help Novosibirsk	Clinical Director, evaluation & treatment adults with mental problems; clinical and administrative supervision for staff, program development, training and education.	
Private practice, Novosibirsk, Russia	Psychiatric drug therapy and individual and group psychotherapy for adults	10/90-3/93
State University, Novosibirsk, Russia	Assistant Professor; Mental Health setting: theory and practice	9/90-3/92
New Hope Guild Mental Health Center, NYC	Senior counselor	10/96-3/98
Christ Hospital/International Institute of N.J., counseling center Jersey City, NJ	Clinical Director; clinical and administrative supervision for staff, program development, training and education	3/97- 6/03
Jersey City Medical Center Psychiatric Emergency Room, Jersey City, NJ	Part time, Senior primary therapist	3/01-10/01
Coney Island Hospital, Brooklyn, NY	Attending psychiatrist; psychiatric emergency room	09/07-1/08
Jersey City Medical Center Jersey City, NJ	Attending psychiatrist, inpatient unit	11/07-present

## CURRICULUM VITAE

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Name: Mark William Wagner, M.D.	Birt	h Date: January 1, 1	963
Home Address:	Pho	ne:	
Office Address:	Pho Fax:		
Citizenship and/or Visa Information:			
Education:			
Institution/Location Ohio University, Athens, OH University of Cincinnati, Cincinnati, OH	Years 9/81–6/85 9/85–689	Degree/Date B.S. / 6/85 M.D. / 6/89	Field of Study Medicine
Internship:			
Medical University of South Carolina, Charl	leston, SC	7/89-6/90	
Residencies or Post Doctoral:			
Medical University of South Carolina, Charl Medical University of South Carolina, Charl		7/90–6/93 7/92–6/94	Psychiatry Child Psychiatry
Specialty/Board Certification:		•	
American Board of Psychiatry and Neurolog General Psychiatry American Board of Psychiatry and Neurolog Child and Adolescent Psychiatry General Psychiatry Recertified American Board of Psychiatry and Neurolog	5Y	January 1995 December 1998 September 2005 September 2008	
Child and Adolescent Psychiatry Recertified	,y	September 2008	
Licensure:			
South Carolina License		15073	
Military Service:			
N/A			

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#### CURRICULUM VITAE Mark William Wagner, M.D. PAGE 2.

Faculty Appointments (Begin with initial appointment):

Years	Rank	Institution	Department
1 <b>993-9</b> 4	Clinical Instructor	Medical University of	Department of Psychiatry
		South Carolina	and Behavioral Sciences
199495	Clinical Assistant Professor	Medical University of	Department of Psychiatry
		South Carolina	and Behavioral Sciences
1995-Present	Assistant Professor	Medical University of	Department of Psychiatry
		South Carolina	and Behavioral Sciences
2011-Present	Associate Professor	Medical University of	Department of Psychiatry
		South Carolina	and Behavioral Sciences

#### Administrative Appointments:

Years	Position	Institution	Department .
1 <b>993–9</b> 4	Chief, Child and Adolescent	Medical University of	Department of Psychiatry
	Psychiatry Fellowship Program	South Carolina	and Behavioral Sciences
1994–99	Supervisor, Youth Outpatient	Medical University of	Department of Psychiatry
	Residents Clinic	South Carolina	and Behavioral Sciences
1995–Present	Program Director, Youth	Medical University of	Department of Psychiatry
	Inpatient	South Carolina	and Behavioral Sciences
199698	Coordinator, Child Fellow	Medical University of	Department of Psychiatry
	Seminar Series	South Carolina	and Behavioral Sciences
1996–2002	Coordinator, Medical Student	Medical University of	Department of Psychiatry
	Youth Psychiatry Rotation	South Carolina	and Behavioral Sciences
2001–02	Psychiatry Compliance	Medical University of	Department of Psychiatry
	Physician Coordinator	South Carolina	and Behavioral Sciences

#### **Hospital Appointments/Privileges:**

Years	Active / Inactive	Institution	Department
199294	Admitting Service Physician	Charter Hospital, Charleston, SC	•
1992-96	Consulting Physician	Dorchester Mental Health	
	0	Center, Summerville, SC	
1992-93	Admitting Physician	Patrick B. Harris Hospital,	
•		Anderson, SC	
1993-95	Consulting Physician	Berkeley Mental Health Center,	
		Moncks Corner, SC	
1996-Present	Physician	Medical University of South	Psychiatry
	-	Carolina	

#### Other Experience:

Years	Position	Institution	Department
1991–92	Small Group Leader,	Medical University of	Department of Psychiatry
	Introduction to Clinical Medicine	South Carolina	and Behavioral Sciences
1991–98	Volunteer Physician, Mobile Crisis Program	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences

#### Membership in Professional/Scientific Societies (include offices held):

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#### National Societies

1992-Present American Academy of Child and Adolescent Psychiatry

Local Societies

1992-Present South Carolina Academy of Child and Adolescent Psychiatry

#### **Editorial Positions:**

2003 Journal Reviewer, Journal of the American Academy of Child and Adolescent Psychiatry

#### Extramural Grants/award amount (current and past):

#### As Co-Investigator

Co-Investigator: "Sertraline in Children and Adolescents with Major Depressive
Disorder."
Co-Investigator: "Response to Stimulant Medication in Traumatized versus
Nontraumatized Children with Attention Deficit Disorder."
Co-Investigator: "A Multi-Center, Double-Blind, Placebo-Controlled Trial of
Nefazodone in Depressed Adolescents."
Co-Investigator, Poster Presentation: "Co-morbid Substance Abuse in Adolescents with Psychiatric Disorders."

#### Awards, Honors, Membership in Honorary Societies:

- 2003 Golden Apple Teaching Award—4th Year Medical Students
- 2002 Circle of Excellence Teaching Award—4th Year Medical Students
- 2007 MUSC Physician of the Month
- 2008 Circle of Excellence Teaching Award—4th Year Medical Students
- 2008 MUSC Medical Center Service Leader of the Quarter
- 2008 MUSC Excellence in Action Award
- 2010 MUSC Physician of the Month

#### Academic Committee Activities :

#### University

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1992 94	Child Residents Educational Committee, Medical University of South Carolina
1993 94	Residents Educational Committee, Medical University of South Carolina
1993 94	Youth Outpatient Improvement Committee, Medical University of South Carolina

#### CURRICULUM VITAE Mark William Wagner, M.D. PAGE 4.

#### Department

1996-2001	Outpatient Steering Committee
1996-Present	Medical Records Documentation Committee
2000-01	Psychiatry Faculty Advisory Group
2005–Present	Executive Quality Council
2005-08	Leadership Council
2005-08	Research and Outcomes Committee
2005–Present	Peer Review Committee
2005–Present	Outpatient Management
2005-Present	Outpatient Customer Service Committee
2006-2007	Suicide Task Force
2007–Present	Inpatient Patient Satisfaction Committee
2007-Present	Outpatient Patient Satisfaction Committee
2009-2010	Youth Seclusion Reduction Task Force
2010-2012	Promotions Committee
2011-Present	EPIC Superuser Committee
2011-2012	Discharge Process Improvement Team
2011-2012	Admissions Criteria Task Force
2011-Present	Patient Satisfaction Steering Committee
2011-2012	Finance Steering Committee
2011- Present	Space Committee
2011-Present	Mentorship Steering Committee
2011-Present	EPIC Ambulatory Steering Committee
2011-Present	Psychiatry Physician EPIC Superuser
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#### Division

1999–2002Youth Resident Education Committee2000–2010Youth Outpatient Outcomes Committee

## Major Teaching Responsibilities (Current):

Psychiatry Residents: Lecture Series, Supervision Psychiatry Child Fellows: Clinical Supervision

#### **Major Clinical Interests and Responsibilities:**

1995-2009	Inpatient Child and Adolescent Attending
	<ul> <li>Oversee the treatment of children up to age thirteen years old for crisis</li> </ul>
	stabilization of psychiatric disorders
	• Supervision of treatment team including medical students, residents, fellows,
	social workers, and teachers in the delivery of care to patients and families
	<ul> <li>Ongoing development of programs for inpatient treatment of children and</li> </ul>
	adolescents including family/patient education and parenting skills groups
1995–Present	Outpatient Child and Adolescent Attending
	<ul> <li>Provide medication management, individual therapy, and family therapy in</li> </ul>
	outpatient setting for children, adolescents, and adults
	<ul> <li>Provide clinical supervision of psychiatry residents and child and adolescent</li> </ul>
	fellows for children and adolescent outpatient population and medication

#### CURRICULUM VITAE Mark William Wagner, M.D. PAGE 5.

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	management for these patients
	Development of outpatient clinical services including Psychiatric Drop-In Clinic
	and Disruptive Disorder Specialty Clinic
1996-Present	Partial Hospitalization Child and Adolescent Attending
	• Oversee the treatment of children from ages six years old to eighteen years old in
	a day treatment program which provides stabilization of a variety of psychiatric disorders
	<ul> <li>Provide psychiatric and medical assessments, medication management, and</li> </ul>
	discharge planning for patient population and provide supervision to the treatment team
	<ul> <li>Facilitate expansion of program from census of fifteen to thirty clients at a new site</li> </ul>
2000-2011	Clinical Service Chief, Youth Division
2011-Present	Director, MUSC Youth Psychiatry Ambulatory Services

#### **Publications:**

Peer Reviewed Journal Articles:

Wagner MW. Methylphenidate ER tablet lodging in esophagus. Journal of American Academy of Child Adolescent Psychiatry 40(11): 1244-1245, Nov 2001.

Non- Peer Reviewed:

Madan A, Borckardt J, Weinstein B, Wagner M, Dominick C, Cooney H. Clinical outcomes assessment in behavioral healthcare: Searching for practical solutions. *Journal for Healthcare Quality* 30(11): 30-37, July/August 2008.

Madan A, Borchardt J, Connell A, Book S, Campbell S, Gwynette M, Wimberly L, Wagner M, Weinstein B, McLeod-Bryant S, Cooney H. Routine assessment of patient-reported outcomes in behavioral health: Room for improvement. *Quality Management in Health Care* 19(1) 70-81, January/March 2010.

#### Chapters in Scholarly Books and Monographs:

Kruesi M, Keller S, Wagner M: Neurobiology of aggression. In *Pediatric Psychopharmacology: Principles and Practice*, edited by Martin A, Scahill L, Charney DS. Oxford University Press: New York, 210-223, 2003.

#### CHRISTOPHER BURNS, MS PMHNP-BC

#### **OBJECTIVE**

I am a well-trained and capable Psychiatric-Mental Health Nurse Practitioner seeking a position in a primary care team setting to provide mental health care services, psychotherapy and medication management.

#### EDUCATION

NDL 160000000

Columbia University School of Nursing, Ne	w York, NY	
Master of Science, Psychiatric-Mental Health	Nurse Practitioner	Oct., 2017
Subspecialty: Palliative and End-of-Life C	Care	i i
Bachelor of Science in Nursing	Ja	ane 2014 – May 2015
New York University, New York, NY	Master of Fine Arts in Acting	May 1996
Colorado College, Colorado Springs, CO	Bachelor of Arts in Comparative Literatur	re May 1990
	•	•

#### LICENSURE & CERTIFICATION

NP1: 1609237577	
Registered Nurse Practitioner in Psychiatry, State of South Carolina	Pending
Registered Nurse Practitioner in Psychiatry, State of New York #F402298-1	Expiration Aug 2020
Registered Professional Nurse, State of New York #701918-1	Expiration June 2020
Registered Professional Nurse, State of New Jersey #26NR18322400	Expiration May 2019
Basic Life Support for Healthcare Providers, American Heart Association	Expiration Aug 2019

#### PROFESSIONAL EXPERIENCE / Ralph H. Johnson VAMC, Charleston SC (RAJVAMC)

 PMHNP Training and Residency Program
 Oct. 1, 2017 to Oct. 2, 2018

 (clinical leadership/advanced training 1800+hrs at completion) – Supervisors: Dr. Akeya Harrold, Dr. Jan

 York, Michelle Imlay PMHNP (RHJVAMC) and Dr. Joy Lauerer from the Medical University of South

 Carolina College of Nursing (MUSC CON).

- RHJVAMC Department of Mental Health Adult Inpatient, Adult Mental Health Outpatient Clinic, Substance Treatment and Recovery (STAR), Primary Care Mental Health Integration (PCMHI), Consult Liaison, and Veterans On Deck
- Provided Psychiatric Diagnosis of Psychiatric Disorders or Mental Health Problems in Adults Utilizing DSM-V Criteria, Management of Clients from Initial Diagnosis in ER, Through Inpatient and Outpatient Care Implementing Various Modalities for Safety, Treatment and Therapeutic Recovery Model.
- Under the Supervision of the Preceptor Prescribe, Manage and Monitor Psychotropic (psychopharmacological) Medications; Provide Patient Education on Disease State, Disease Progression, Side Effects; Education of Other Medical Health Needs; Possible Drug-drug Interactions, Importance of Healthy Diet, Exercise, and Health Maintenance and Wellness.
- Assess for Suicide, Suicide Trends, Triggers and Interventions Through Collaborative Assessment and Management of Suicide (CAMS) Training to Help Veterans Find Reasons to Live. Received training/certification in Motivational Interviewing, CBT-I, and MAT for OUD
- Develop Team Building, Interdisciplinary Teams, and Care Coordination for Optimal Health in Veterans; and membership in committees (APRNs, Think Tank) for Evidence Based Clinical Improvement.

#### CLINICAL EXPERIENCE / Columbia University School of Nursing

Mt. Sinai – Adult Outpatient Psychiatry Clinic	Jan. 2017 - Aug. 2017
• Conducted psychiatric evaluations; developed working diagnoses, formulations, and	d treatment plans;
tailored pharmacologic and psychotherapeutic approaches to each patient's unique	needs; co-led 24-
week DBT group focusing on emotional regulation and distress tolerance skills.	
Pediatrics 2000 Washington Heights/Inwood, NYC	Sept. – Dec. 2016
• Co-facilitated family therapy for a single mother with 4 children under the age of 9	coping with loss
of child, domestic violence, mental illness and substance use.	
SAGE (Services and Advocacy for LGBT Elders)	Jan. 2016 – Aug. 2016
• Provided 41 individual psychotherapy sessions for an adult patient with schizophren	
White Plains Hospital, White Plains, NY	Summer 2016
Nine Week Palliative Care and Pain Management Rotation.	

### WORK HISTORY

SPOP (Service Program for Older People)	Oct. 2015 - Sept. 2016
Registered Nurse, PROS (Personalized Recovery Oriented System): Performed for	
assessments, PO and IM medication management, administration, and EMR docur	
monitoring, patient education, led two wellness self-management groups.	
Columbia University School of Nursing	Sept. 2015 - Present
Teaching Assistant:	· · ·
<ul> <li>Addressing Population Needs Health on a Global Scale (2 years)</li> </ul>	
Led class discussions, graded assignments, helped organize class structure.	
<ul> <li>Pharmacology (2 years) Proctored exams, ran study sessions, tutored.</li> </ul>	
<ul> <li>Clinical Instructor: Nyack Hospital Psychiatric/Detox Unit</li> </ul>	Dec. 2016
COMMUNITY ENGAGEMENT & VOLUNTEERISM	
Nyombani Village Orphanage, Kitui Province, Kenya	Aug. 2016
1000 children and 100 elderly orphaned due to HIV)	
Performed preliminary program assessment with the professional staff to determine	
the mental health needs of the community, identify gaps in resources, and to recog sources of strength. Presented poster at IFAP Research Symposium Sept. 2016.	nize
Quality Improvement Intervention, Mt. Sinai Hosp. Palliative Care Unit (NYC, NY	) Maurice 2017
Implemented End-of-Life (EOL) Professional Carcgiver Survey (EPCS) for assess	
and EOL care-specific educational needs of multidisciplinary professionals.	ang the pathative
Provided nurse manager with actionable information about her nurses' educational	doficite with the
goal to improve staff's comfort levels with EOL discussions, thereby improving pa	
care.	ation and failing
William Randolph Hearst Program in the Prevention of Child Abuse and Neglect	Sept. 2015 - Feb. 2016
HONORS AND AWARDS	
Sigma Theta Tau International Honor Society (2015), Distinguished ETP Graduate	Award (2015),
CUSON Leadership Award (2015), Elise D. Fish '35 Nursing Scholar (2014, 2015	
Foundation Scholarship for Palliative Care Studies (2016)	
PROFESSIONAL MEMBERSHIP	
American Association of Nurse Practitioners 2015, American Psychiatric Nurses Asso	ciation 2015. Hospice and
all'Alia Managa Anna Inter 2016 Managati da Estado I altra contra	,

Palliative Nurses Association 2016, Neuroscience Education Institute 2015

## ADDITIONAL EXPERIENCE

Professional Actor	June 1990 – May 2014
<ul> <li>Broadway, Off-Broadway, London's West End, Regional Theater, Television, Movi and Commercials.</li> </ul>	
<ul> <li>Taught acting, stage combat and choreography and theater games for over 20 years i schools, colleges and graduate programs.</li> </ul>	n high
Developed course content and curriculum for private clients and students aged 15-40	) years old.
International Martial Arts Center, New York, NY	Aug. 2008 – May 2014
Black Belt 1 <sup>st</sup> Dan in Tae Kwon Do, student and instructor	

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#### Margaret M. Pritchard, BS, MS



#### Objective: Promoting the expansion and integration of health care in New Hampshire

#### Lakes Region Mental Health Center, Laconia, NH

2007-Present

Chief Executive Officer

LRMHC is one of ten community mental health centers in New Hampshire. Established in 1966 the center serves approximately 4,000 patients annually with approximately 190 staff and a \$13 million dollar budget.

- Responsible for the overall administration, planning, development, coordination and evaluation of all operations of the agency
- o Responsible for all contract development and negotiations
- o Ensures a successful, client-oriented community mental health organization
- o Has oversight responsbility for the financial viability and legal obligations of LRMHC
- o Organizational strategy and planning with senior leadership and board of directors
- o Lead advocate for federal and state legislation, company spokesperson
- o SAMSHA Grant integrated care established in partnership with two local FQHC(s)
- o Oversaw \$5.1 million dollar purchase and renovation of facility

#### Community Partners, Dover

#### Chief Operating Officer

Community Partners is a non-profit organization designated by the State of New Hampshire as the Community Mental Health Center and the Area Agency for Developmental Services for Strafford County, NH. The agency offers an array of services to individuals and families along with early supports and services for infants and young children with developmental disabilities.

- Implemented and maintained a cohesive corporate identity between two previously separate organizations
- Responsible for incorporating \$7 million dollar CMHC operations into an existing developmental services agency
- o Establish and monitor revenue projects for all mental health services
- o Clinical oversight of all medical and psychiatric services

**Genesis Behavioral Health, Laconia, NH** (Known now as LRMHC – see above) Director, Clinical Operations 2000-2001

2001-2007

- o Established multidisciplinary teams and set standards of care
- Monitored contractor agreements and MOU(s)
- o Established revenue projections for \$5 million dollar operation
- o Supervised all clinical directors and program development
- Served on community boards and committees
- o Recruitment of medical staff

#### Riverbend Community Mental Health Center, Concord, NH

#### Director, Community Support Program

Riverbend was founded in 1963 and is one of ten community mental health centers in New Hampshire. Riverbend is an affiliate of Capital Region Health Care and is a member of the NH Community Behavioral Health Association.

- o Established and ensured full range of services for adults with psychiatric disabilities
- o Developed programmatic policies and procedures with Quality Assurance Department
- Established productivity expectations consistent with budget target of approximately \$4 million dollars
- Monitored and implemented quality assurance standards to satisfy regulators including NH DBH, Medicaid, Medicare, NHHFA. etc
- Established an office of consumer affairs and created a committee of consumers and staff to give feedback and direction relative to department performance

1994-2000

#### Greater Manchester Mental Health Center, Manchester, NH

Director, Emergency Services

Greater Manchester Mental Health Center is a private, nonprofit community mental wellness center. Since 1960, GMMHC has been serving children, teens, adults and seniors from the greater Manchester area, providing help and treatment regardless of age, diagnosis or ability to pay.

#### Managed the 24-hour emergency care and psychiatric assessments 0

- Provided crisis intervention and emergency care to people in acute distress 0
- Recruited, trained and supervised department personnel 0
- Liaison to local police, hospitals, homeless shelters and refugee centers 0

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

- Supervised and trained direct care staff, implementing treatment related to independent living skills and community-based living
- Screened and assessed patients for appropriate services and placement 0
- Liaison with local housing authority and police 0
- Wrote and implemented residential service plans for 40 psychiatrically disabled adults 0

#### Community Council of Nashua, Nashua, NH

Director, Community Education (Known now as The Greater Nashua MHC & Community Council) Established in 1920 as a welfare office and then as a community mental health center in 1967. This was a newly created positon which focused on building community bridges with the organization.

- Developed and implemented agency-wide staff development plan 0
- Authored grants and responded to RFP's for special projects promoting education and 0 prevention services
- Developed a curriculum with NAMI-NH to support parents of adult children with SPMI/SMI

#### NE Non-Profit Housing, Manchester, NH Social Worker

The agency mission was to develop and expand low income housing options in the greater Manchester area.

- o Property management and general contractors for CDBH/"Mod Rehab" housing projects
- Co-authored grant for \$2.5 million dollar HUD grant for "Women in Transition"
- Conducted housing inspections and worked with code department and local authority to assure compliance standards

#### **Region IV Area Agency, Concord**

Case Manager

Designated by NH Department of Developmental Services in the capital region serving the needs of individuals and families affected by cognitive impairments.

o Developed and monitored treatment plans for 25 developmentally disabled adults

Education:	1998-2000	New England College	Henniker, NH
		MS Community Mental He	
	1996	Graduated NH Police Stan	dards & Training
		Part-time Police Officer	_
	1977-1981	SUNY Brockport	Brockport, NY
	8S Social Wo	rk	

Granite State Critical Incident Street Management Vice President & Coordinator Interests: Navigating Recovery of the Lakes Region – Board Member Community Health Services Network - Board President

#### 1989-1992

1982-1985

1986

1986-1989

# Sunshine S. Fisk

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EXPERIENCE	Lakes Region Community College Laconia, NH	2015-Present			
	Chief Financial Officer				
	Supervisory responsibility for Business Services and Stock Co				
	Responsible for annual budget process for over 60 cost center				
	Instituted monthly financial reporting for leadership and quart				
	Presentations to college campus on the financial outlook and s	strategic financial initiatives			
	Chair of Professional Development Committee	2005-2015			
	Riverbend Community Mental Health, Inc.	2005-2015			
	Concord, NH Controller				
	<ul> <li>Supervisory responsibility (A/P, General Ledger &amp; Cash)</li> </ul>				
	<ul> <li>Supervision responsibility (APF, General Ledger &amp; Cash)</li> <li>Responsible for General Ledger (2013) &amp; Fixed Asset (2008)</li> </ul>	software conversions			
	<ul> <li>State of New Hampshire, Concord Hospital and additional ext</li> </ul>				
	<ul> <li>Detailed and extensive budgeting for over 17 Cost Centers and</li> </ul>				
	<ul> <li>Revenue forecast &amp; strategic modeling for Managed Medicaid</li> </ul>				
	<ul> <li>Annual audit coordination for three companies and 990/1065</li> </ul>				
	<ul> <li>Internal Instructor for Beginner and Intermediate Excel</li> </ul>				
	<ul> <li>Financial statements &amp; Ad Hoc reporting for Board of Directo</li> </ul>	rs and Senior Management			
	Easter Seals New Hampshire, Inc.	2004-2005			
	Manchester, NH				
	Assistant Controller				
	Grant Administration for several New Hampshire grants				
	Consolidated Inter/Intra company Financial Statement preparation and analysis				
	> Tax Reporting, NH Charitable Trust Reports and Insurance Re				
	Banking compliance, Debt Covenant Reporting and Banking R				
	> Quarterly and monthly Ad Hoc reporting for Board of Directors and Senior Management				
	> Responsible for department restructure, staffing, internal controls and supervising NH/VT/ME				
	Accounting	·			
	General Growth Properties, Inc.	1998-2004			
	Chicago, Illinois				
	Senior Accountant-Natick Mall, Natick, Massachusetts				
	Financial Statement preparation for over \$30 million in annual revenues				
	Forecasting, input and analysis for R24 budget used for SEC Reporting				
	Monthly variance analysis of financial statements and occupancy levels for executive management				
	Saved company over \$50K annually through recovery analysis on tenant CAM & escrow accounts				
	Supervisory responsibility (Cash, A/P, A/R & G/L)				
	Weekend Property Management Responsibility				
	Internship Coordinator				
	Accountant I & II-Steeplegate Mall, Concord, New Hampshire				
	Maintain the financial documentation of the mall gift certificate program				
	Settlement reconciliations for tenant escrow accounts; taxes, utilities and other charges				
	Assist in internal audits for Sarbanes-Oxley compliance and re				
	Received a bonus for excellence in collections by decreasing r	eccivables to less than .005			
ADDITIONAL	Wil-Sun Fisk Properties, LLC Tilton, New Hampshi	ire 2009-Present			
EXPERIENCE	Owner				
EDUCATION	Master's of Business Administration				
	Southern New Hampshire University, Manchester, New Hampshire				
	Master's of Science Accounting				
	Southern New Hampshire University, Manchester, New Hampshire				
COMPUTER	Excel, Solomon, Quicken/Quick Books Pro, Management Reports I				
SKILLS	JD Edwards, DYNA Budget Software, Depreciation Works, People	Soft, CMHC, Quantum and Icentrix			
MEMBERSHIPS	Zonta Club of Concord, 2005 Concord Monitor Tilton-Northfield T	Fown Crier Writer, Leadership Greater			
	Concord Graduate & Steering Committee Member, Sanbornton Cen	tral School PTO, Tilton-Northfield			
	Little League Treasurer				

- Eurriculum Vitae

# Vladimir Jelnov, MD

Phone: Home: Cell: Email:

#### Summary of expertise:

Fifteen years of clinical experience as a psychiatrist (Russia). Seven years of supervision, training and program coordination experience. Six years experience in USA (including four year residency program)

#### **EDUCATION**

Novosibirsk State Medical Academy, Novosibirsk, Russia	Medical student	09 / 72 - 07 / 78
Novosibirsk State University, Novosibirsk, Russia	Psychology student	10/93-02/95

#### **POSTGRADUATE TRAINING**

Elmhurst Hospital Center, Mt. Sinai Medical school, NYC	Internship/ residency, psychiatry	07/03 - 07/07
Central Research Institute for Medical Doctors, S. Petersburg, Russia	Postdoctoral clinical training	09/84 - 12/84
State Psychiatric Institute, Moscow,	Postdoctoral clinical training	06/83 - 07/83
State Psychoneurologic Institute, S. Petersburg, Russia	Postdoctoral dissertation	08 / 84 - 05 / 85

#### HOSPITAL AND CLINIC APPOINTMENTS

State Psychiatric Hospital, Novosibirsk, Russia	Attending Psychiatrist, short term inpatient	03/80 - 12/82
Novosibirsk City Hospital #2	Attending Psychiatrist; outpatient clinic	12/82-02/84
Regional Psychiatric Emergency Mobil Team, Novosibirsk, Russia	Part time, Attending Psychiatrist	3/82-10/84
Novosibirsk City Psychoneurological Dispensary	Chief of Psychotherapy Division; evaluation & treatment adults with mental problems; clinical & administrative supervision for staff, program development, training &	02/84 – 12/87

#### education.

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Novosibirsk Municipal Department of Mental Health	Senior Supervisor for Psychotherapy Division	02/84 - 12/87
Center for Psychological Help Novosibirsk	Clinical Director, evaluation & treatment adults with mental problems; clinical and administrative supervision for staff, program development, training and education.	
Private practice, Novosibirsk, Russia	Psychiatric drug therapy and individual and group psychotherapy for adults	10/90-3/93
State University, Novosibirsk, Russia	Assistant Professor; Mental Health setting: theory and practice	9/90-3/92
New Hope Guild Mental Health Center, NYC	Senior counselor	10/96-3/98
Christ Hospital/International Institute of N.J., counseling center Jersey City, NJ	Clinical Director; clinical and administrative supervision for staff, program development, training and education	3/97- 6/03
Jersey City Medical Center Psychiatric Emergency Room, Jersey City, NJ	Part time, Senior primary therapist	3/01-10/01
Coney Island Hospital, Brooklyn, NY	Attending psychiatrist; psychiatric emergency room	09/07-1/08
Jersey City Medical Center Jersey City, NJ	Attending psychiatrist, inpatient unit	11/07-present

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#### CURRICULUM VITAE

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Name: Mark William Wagner, M.D.	Birt	h Date: January 1, 1	963
Home Address:	Pho	ле:	
Office Address:	Pho Fax	ne: <b>#11.000.0000</b>	
Citizenship and/or Visa Information:			
Education:			
Institution/Location Ohio University, Athens, OH University of Cincinnati, Cincinnati, OH	Years 9/81–6/85 9/85–689	Degree/Date B.S. / 6/85 M.D. / 6/89	Field of Study
Internship:			
Medical University of South Carolina, Cha	rleston, SC	7/ <b>89–6/</b> 90	
Residencies or Post Doctoral:			
Medical University of South Carolina, Cha Medical University of South Carolina, Cha		7/90–6/93 7/92–6/94	Psychiatry Child Psychiatry
Specialty/Board Certification:			
American Board of Psychiatry and Neurold General Psychiatry	ogy	January 1995	`
American Board of Psychiatry and Neurolc Child and Adolescent Psychiatry	)gy	December 1998	
General Psychiatry Recertified		September 2005	
American Board of Psychiatry and Neurolo Child and Adolescent Psychiatry Recertified	ogy	September 2008	
Licensure:			
South Carolina License		15073	
Military Service:			
N/A	,		

#### CURRICULUM VITAE Mark William Wagner, M.D. PAGE 2.

Faculty Appointments (Begin with initial appointment):

Years	Rank	Institution	Department
1993–94	Clinical Instructor	Medical University of	Department of Psychiatry
		South Carolina	and Behavioral Sciences
199495	Clinical Assistant Professor	Medical University of	Department of Psychiatry
		South Carolina	and Behavioral Sciences
1995-Present	Assistant Professor	Medical University of	Department of Psychiatry
		South Carolina	and Behavioral Sciences
2011-Present	Associate Professor	Medical University of	Department of Psychiatry
		South Carolina	and Behavioral Sciences

#### Administrative Appointments:

Years	Position	Institution	Department
1993–94	Chief, Child and Adolescent	Medical University of	Department of Psychiatry
	<b>Psychiatry Fellowship Program</b>	South Carolina	and Behavioral Sciences
1994-99	Supervisor, Youth Outpatient	Medical University of	Department of Psychiatry
	Residents Clinic	South Carolina	and Behavioral Sciences
1995Present	Program Director, Youth	Medical University of	Department of Psychiatry
	Inpatient	South Carolina	and Behavioral Sciences
1996-98	Coordinator, Child Fellow	Medical University of	Department of Psychiatry
_	Seminar Series	South Carolina	and Behavioral Sciences
1996-2002	Coordinator, Medical Student	Medical University of	Department of Psychiatry
	Youth Psychiatry Rotation	South Carolina	and Behavioral Sciences
2001-02	Psychiatry Compliance	Medical University of	Department of Psychiatry
	Physician Coordinator	South Carolina	and Behavioral Sciences

#### Hospital Appointments/Privileges:

Years	Active / Inactive	Institution	Department
1992–94	Admitting Service Physician	Charter Hospital, Charleston, SC	
1992-96	Consulting Physician	Dorchester Mental Health	
	0	Center, Summerville, SC	
1992-93	Admitting Physician	Patrick B. Harris Hospital,	
	•	Anderson, SC	
1993-95	Consulting Physician	Berkeley Mental Health Center,	
		Moncks Corner, SC	
1996-Present	Physician	Medical University of South	Psychiatry
	-	Carolina	

#### Other Experience:

Years 1991–92	Position Small Group Leader, Introduction to Clinical Medicine	Institution Medical University of South Carolina	Department Department of Psychiatry and Behavioral Sciences
1991 <b>98</b>	Volunteer Physician, Mobile Crisis Program	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences

CURRICULUM VITAE Mark William Wagner, M.D. PAGE 3.

#### Membership in Professional/Scientific Societies (include offices held):

National Societies

1992-Present American Academy of Child and Adolescent Psychiatry

Local Societies

1992-Present South Carolina Academy of Child and Adolescent Psychiatry

#### **Editorial Positions:**

2003 Journal Reviewer, Journal of the American Academy of Child and Adolescent Psychiatry

#### Extramural Grants/award amount (current and past):

As Co-Investigator

1 <b>99920</b> 01	Co-Investigator: "Sertraline in Children and Adolescents with Major Depressiv	
	Disorder."	
1998-2000	Co-Investigator: "Response to Stimulant Medication in Traumatized versus	
	Nontraumatized Children with Attention Deficit Disorder."	
1998-2001	Co-Investigator: "A Multi-Center, Double-Blind, Placebo-Controlled Trial of	
	Nefazodone in Depressed Adolescents."	
1994	Co-Investigator, Poster Presentation: "Co-morbid Substance Abuse in Adolescents	
	with Psychiatric Disorders."	

#### Awards, Honors, Membership in Honorary Societies:

- 2003 Golden Apple Teaching Award—4th Year Medical Students
- 2002 Circle of Excellence Teaching Award—4th Year Medical Students
- 2007 MUSC Physician of the Month
- 2008 Circle of Excellence Teaching Award—4th Year Medical Students
- 2008 MUSC Medical Center Service Leader of the Quarter
- 2008 MUSC Excellence in Action Award
- 2010 MUSC Physician of the Month

#### Academic Committee Activities :

University

1992 94	Child Residents Educational Committee, Medical University of South Carolina
1993 94	Residents Educational Committee, Medical University of South Carolina
1993 94	Youth Outpatient Improvement Committee, Medical University of South Carolina

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Department

1996-2001	Outpatient Steering Committee
1996-Present	Medical Records Documentation Committee
2000-01	Psychiatry Faculty Advisory Group
2005–Present	Executive Quality Council
2005-08	Leadership Council
200508	Research and Outcomes Committee
2005-Present	Peer Review Committee
2005-Present	Outpatient Management
2005-Present	Outpatient Customer Service Committee
2006-2007	Suicide Task Force
2007-Present	Inpatient Patient Satisfaction Committee
2007-Present	Outpatient Patient Satisfaction Committee
2009-2010	Youth Seclusion Reduction Task Force
2010-2012	Promotions Committee
2011-Present	EPIC Superuser Committee
2011-2012	Discharge Process Improvement Team
2011-2012	Admissions Criteria Task Force
2011-Present	Patient Satisfaction Steering Committee
2011-2012	Finance Steering Committee
2011- Present	Space Committee
2011-Present	Mentorship Steering Committee
2011-Present	EPIC Ambulatory Steering Committee
2011-Present	Psychiatry Physician EPIC Superuser

#### Division

1999–2002	Youth Resident Education Committee
2000-2010	Youth Outpatient Outcomes Committee

#### Major Teaching Responsibilities (Current):

Psychiatry Residents: Lecture Series, Supervision Psychiatry Child Fellows: Clinical Supervision

#### Major Clinical Interests and Responsibilities:

1995–2009	<ul> <li>Inpatient Child and Adolescent Attending</li> <li>Oversee the treatment of children up to age thirteen years old for crisis stabilization of psychiatric disorders</li> <li>Supervision of treatment team including medical students, residents, fellows, social workers, and teachers in the delivery of care to patients and families</li> <li>Ongoing development of programs for inpatient treatment of children and</li> </ul>
1995–Present	<ul> <li>adolescents including family/patient education and parenting skills groups</li> <li>Outpatient Child and Adolescent Attending</li> <li>Provide medication management, individual therapy, and family therapy in outpatient setting for children, adolescents, and adults</li> <li>Provide clinical supervision of psychiatry residents and child and adolescent fellows for children and adolescent outpatient population and medication</li> </ul>

#### CURRICULUM VITAE Mark William Wagner, M.D. PAGE 5.

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	management for these patients
	<ul> <li>Development of outpatient clinical services including Psychiatric Drop-In Clinic</li> </ul>
	and Disruptive Disorder Specialty Clinic
1996–Present	Partial Hospitalization Child and Adolescent Attending
х <sup>с</sup>	<ul> <li>Oversee the treatment of children from ages six years old to eighteen years old in a day treatment program which provides stabilization of a variety of psychiatric disorders</li> </ul>
	<ul> <li>Provide psychiatric and medical assessments, medication management, and discharge planning for patient population and provide supervision to the treatment team</li> </ul>
	<ul> <li>Facilitate expansion of program from census of fifteen to thirty clients at a new site</li> </ul>
2000-2011	Clinical Service Chief, Youth Division
2011-Present	Director, MUSC Youth Psychiatry Ambulatory Services

#### Publications:

Peer Reviewed Journal Articles:

Wagner MW. Methylphenidate ER tablet lodging in esophagus. Journal of American Academy of Child Adolescent Psychiatry 40(11): 1244-1245, Nov 2001.

Non- Peer Reviewed:

Madan A, Borckardt J, Weinstein B, Wagner M, Dominick C, Cooney H. Clinical outcomes assessment in behavioral healthcare: Searching for practical solutions. *Journal for Healthcare* ~ Quality 30(11): 30-37, July/August 2008.

Madan A, Borchardt J, Connell A, Book S, Campbell S, Gwynette M, Wimberly L, Wagner M, Weinstein B, McLeod-Bryant S, Cooney H. Routine assessment of patient-reported outcomes in behavioral health: Room for improvement. *Quality Management in Health Care* 19(1) 70-81, January/March 2010.

#### Chapters in Scholarly Books and Monographs:

Kruesi M, Keller S, Wagner M: Neurobiology of aggression. In *Pediatric Psychopharmacology: Principles and Practice*, edited by Martin A, Scahill L, Charney DS. Oxford University Press: New York, 210-223, 2003.

#### CHRISTOPHER BURNS, MS PMHNP-BC

#### **OBJECTIVE**

I am a well-trained and capable Psychiatric-Mental Health Nurse Practitioner seeking a position in a primary care team setting to provide mental health care services, psychotherapy and medication management.

#### EDUCATION

Columbia University School of Nursing, N	ew York, NY	
Master of Science, Psychiatric-Mental Health Nurse Practitioner		Oct., 2017
Subspecialty: Palliative and End-of-Life	Care	
Bachelor of Science in Nursing	June 20	114 – May 2015
New York University, New York, NY	Master of Fine Arts in Acting	May 1996
Colorado College, Colorado Springs, CO	Bachelor of Arts in Comparative Literature	May 1990
LICENSURE & CERTIFICATION		
NPI: 1609237577		

Registered Nurse Practitioner in Psychiatry, State of South Carolina	Pending
Registered Nurse Practitioner in Psychiatry, State of New York #F402298-1	Expiration Aug 2020
Registered Professional Nurse, State of New York #701918-1	Expiration June 2020
Registered Professional Nurse, State of New Jersey #26NR18322400	Expiration May 2019
Basic Life Support for Healthcare Providers, American Heart Association	Expiration Aug 2019

#### PROFESSIONAL EXPERIENCE / Ralph H. Johnson VAMC, Charleston SC (RAJVAMC)

PMHNP Training and Residency Program	Oct. 1, 2017 to Oct. 2, 2018		
(clinical leadership/advanced training 1800+brs at completion) - Supe	ervisors: Dr. Akeya Harrold, Dr. Jan		
York, Michelle Imlay PMHNP (RHJVAMC) and Dr. Joy Lauerer from the Medical University of South			
Carolina College of Nursing (MUSC CON).			
- PHIVANC Department of Montel Health - Adult Innetions - Adult M	antal Hagith Outpatiant Oligia		

- RHJVAMC Department of Mental Health Adult Inpatient, Adult Mental Health Outpatient Clinic, Substance Treatment and Recovery (STAR), Primary Care Mental Health Integration (PCMHI), Consult Liaison, and Veterans On Deck
- Provided Psychiatric Diagnosis of Psychiatric Disorders or Mental Health Problems in Adults Utilizing DSM-V Criteria, Management of Clients from Initial Diagnosis in ER, Through Inpatient and Outpatient Care Implementing Various Modalities for Safety, Treatment and Therapeutic Recovery Model.
- Under the Supervision of the Preceptor Prescribe, Manage and Monitor Psychotropic (psychopharmacological) Medications; Provide Patient Education on Disease State, Disease Progression, Side Effects; Education of Other Medical Health Needs; Possible Drug-drug Interactions, Importance of Healthy Diet, Exercise, and Health Maintenance and Wellness.
- Assess for Suicide, Suicide Trends, Triggers and Interventions Through Collaborative Assessment and Management of Suicide (CAMS) Training to Help Veterans Find Reasons to Live. Received training/certification in Motivational Interviewing, CBT-1, and MAT for OUD
- Develop Team Building, Interdisciplinary Teams, and Care Coordination for Optimal Health in Veterans; and membership in committees (APRNs, Think Tank) for Evidence Based Clinical Improvement.

#### CLINICAL EXPERIENCE / Columbia University School of Nursing

Mt. Sinai - Adult Outpatient Psychiatry Clinic	Jan. 2017 – Aug. 2017
• Conducted psychiatric evaluations; developed working diagnoses, formula	ations, and treatment plans;
tailored pharmacologic and psychotherapeutic approaches to each patient?	s unique needs; co-led 24-
week DBT group focusing on emotional regulation and distress tolerance a	skills.
Pediatrics 2000 Washington Heights/Inwood, NYC	Sept. – Dec. 2016
• Co-facilitated family therapy for a single mother with 4 children under the	age of 9 coping with loss
of child, domestic violence, mental illness and substance use.	
SAGE (Services and Advocacy for LGBT Elders)	Jan. 2016 – Aug. 2016
• Provided 41 individual psychotherapy sessions for an adult patient with sc	hizophrenia.
White Plains Hospital, White Plains, NY	Summer 2016
Nine Week Ballistine Care and Dain Management Potation	

Nine Week Palliative Care and Pain Management Rotation.

### WORK HISTORY

WORK HISTORY	
SPOP (Service Program for Older People)	Oct. 2015 - Sept. 2016
<ul> <li>Registered Nurse, PROS (Personalized Recovery Oriented System): Performed assessments, PO and IM medication management, administration, and EMR docu</li> </ul>	
monitoring, patient education, led two wellness self-management groups.	interior, symptom
Columbia University School of Nursing	Sept. 2015 - Present
Teaching Assistant:	
o Addressing Population Needs Health on a Global Scale (2 years)	
Led class discussions, graded assignments, helped organize class structure.	
o Pharmacology (2 years) Proctored exams, ran study sessions, tutored.	
Clinical Instructor: Nyack Hospital Psychiatric/Detox Unit	Dec. 2016
COMMUNITY ENGAGEMENT & VOLUNTEERISM	
Nyumbani Village Orphanage, Kitui Province, Kenya	Aug. 2016
1000 children and 100 elderly orphaned due to HIV)	
Performed preliminary program assessment with the professional staff to determine	ne
the mental health needs of the community, identify gaps in resources, and to reco	gnize
sources of strength. Presented poster at IFAP Research Symposium Sept. 2016.	
Juality Improvement Intervention, Mt. Sinai Hosp. Palliative Care Unit (NYC, NY	
<ul> <li>Implemented End-of-Life (EOL) Professional Carcgiver Survey (EPCS) for asses and EOL care-specific educational needs of multidisciplinary professionals.</li> </ul>	sing the palliative
Provided nurse manager with actionable information about her nurses' educationa	
goal to improve staff's comfort levels with EOL discussions, thereby improving p	patient and family
care.	•
William Randolph Hearst Program in the Prevention of Child Abuse and Neglee	t Sept. 2015 - Feb. 2016
IONORS AND AWARDS	· .
Sigma Theta Tau International Honor Society (2015), Distinguished ETP Graduate	e Award (2015),
CUSON Leadership Award (2015), Elise D. Fish '35 Nursing Scholar (2014, 201	
Foundation Scholarship for Palliative Care Studies (2016)	

#### PROFESSIONAL MEMBERSHIP

American Association of Nurse Practitioners 2015, American Psychiatric Nurses Association 2015, Hospice and Palliative Nurses Association 2016, Neuroscience Education Institute 2015

#### ADDITIONAL EXPERIENCE

P	rofessional Actor	June 1990 – May 2014
•	Broadway, Off-Broadway, London's West End, Regional Theater, Television, Me	ovies, Voiceovers
	and Commercials.	
•	Taught acting, stage combat and choreography and theater games for over 20 yea	rs in high
	schools, colleges and graduate programs.	-
	Developed course content and curriculum for private clients and students aged 15	-40 years old

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Developed course content and curriculum for private clients and students ag ars old. International Martial Arts Center, New York, NY

Aug. 2008 - May 2014

• Black Belt 1st Dan in Tae Kwon Do, student and instructor

#### CONTRACTOR NAME

#### Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Margaret Pritchard	Chief Executive Officer	\$157,000	0	0
Vladmir Jelnov MD	Medical Director	\$270,000	0	0
Sunshine Fisk	Chief Financial Officer	\$100,000	0	0
Mark Wagner, MD	Staff Psychiatrist	\$225,000	0	0
Chris Burns, APRN	Psychiatric Nurse Practitioner	\$125,000	0	0

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Lori A. Shibipette

Commissioner

#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### **OFFICE OF THE COMMISSIONER**

129 PLEASANT STREET, CONCORD, NH 03301-3857 603-271-9200 1-800-852-3345 Ext. 9200 Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 7, 2020

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

#### INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, and 2020-15, Governor Sununu authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive Sole Source** amendment to an existing contract with Lakes Region Mental Health Center, Inc. (VC# 154480-B001), Laconia, NH, for the continued provision of services to individuals experiencing homelessness who may be awaiting test results or may have contracted COVID-19 based on signs and symptoms of the virus, by exercising a renewal option, by increasing the price limitation by \$766,217 from \$499,060 to \$1,265,277, and by extending the completion date from July 16, 2020, to December 31, 2020, effective retroactive to July 16, 2020, through December 31, 2020. 100% Federal Funds.

The original contract was approved by the Governor on May 11, 2020, and was presented to the Executive Council on June 10, 2020 (Informational Item #K).

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-950010-56760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	103-502664	Contracts for Op Svc	95010998	\$499,060	\$0	\$499,060
2021	103-502664	Contracts for Op Svc	95010998	\$0	\$0	\$0
			Subtotal	\$499,060	\$0	\$499,060

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence. His Excellency, Governor Christopher T. Sununu Page 2 of 3

#### 05-95-90-903010-19010000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90183518	\$0	\$766,217	\$766,217
			Subtotal	\$0	\$766,217	\$766,217
			Total	\$499,060	\$766,217	\$1,265,277

#### EXPLANATION

This item is **Retroactive** because the original contract expired on July 16, 2020, and the Department could not have a lapse in available quarantine services for individuals experiencing homelessness. Additionally, more time was necessary to assess the need for services and finalize the scope of the work prior to the vendor agreeing to extend the contract services. This amendment is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source.

The purpose of this amendment is to allow the vendor to continue providing immediate quarantine and isolation services for individuals who are experiencing homelessness and have a COVID-19 diagnosis or are symptomatic and awaiting test results.

The Department cannot determine the number of individuals who will be served from July 17, 2020, through December 31, 2020.

The vendor will conduct an intake of each individual transported to the quarantine facility using the Homeless Management Information System (HMIS). The vendor will also gather additional information for each individual including the individual's community of origin; date of admission; date of anticipated discharge; list and dosages of medications; and the assessment form completed by the Emergency Operations Center (EOC).

The vendor will ensure social distancing and sanitation practices are based on Centers for Disease Control (CDC) recommendations and are practiced by staff, as well as individuals receiving quarantine shelter services. The vendor will monitor activities to maintain social distancing recommendations, ensuring there is no sharing of personal items including, smoking/vaping materials, drinks, food, and other items that may cause increased health and safety risks.

The vendor will work with the State and Case Managers to develop transition plans to return individuals to their home shelters or communities when their individual quarantine periods are completed. The Vendor will clean each vacated room in accordance with CDC guidelines prior to reusing the room for another occupant.

His Excellency, Governor Christopher T. Sununu Page 3 of 3

The parties have the option to extend the agreement for up to one (1) additional year, in accordance with Exhibit A Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2, Paragraph 3.3, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval. The Department is exercising six (6) months of the one (1) year renewal option available.

#### Area served: Statewide

Source of Funds: CFDA 93.323, FAIN #NU50CK000522

The Department will request General Funds in the event that Federal Funds are no longer available and services are still needed.

Respectfully submitted,

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Lori A. Shibinette Commissioner



#### State of New Hampshire Department of Health and Human Services Amendment #1 to the Quarantine Services for Homeless Individuals Contract

This 1<sup>st</sup> Amendment to the Quarantine Services for Homeless Individuals contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Lakes Region Mental Health Center, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 40 Beacon Street East, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on May 11, 2020 and presented to the Executive Council as an Informational Item on June 10, 2020 (Item #K), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Subsection 1.2, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.6 to read:

05-95-95-950010-56760000-103-502664-95010998

05-95-90-903010-19010000-102-500731-90183518

2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

December 31, 2020.

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

\$1,265,277.

- 4. Modify Exhibit A, Revisions to Standard Contract Provisions, by adding Paragraph 1, Subparagraph 1.4, to read:
  - 1.4 Paragraph 9, Termination, is amended by adding Subparagraph 9.3, as follows:
    - 9.3 In the event that services in the contract are no longer needed, due to the resolution of the COVID 19 Pandemic, the contract shall be terminated immediately upon written notification of the State to the Contractor.
- 5. Modify Exhibit B, Scope of Services, Section 1 Statement of Work, Subsection 1.3, Paragraph 1.3.1, to read:

1.3.1. Symptomatic of COVID-19 and require quarantine while awaiting test results; or

6. Modify Exhibit B, Scope of Services, Section 1 Statement of Work, Subsection 1.3, Paragraph 1.3.2, to read:

1.3.2. Tested positive for COVID-19; and

- 7. Modify Exhibit B, Scope of Services, Section 1 Statement of Work, Subsection 1.11, to read:
- 1.11. The Contractor shall ensure accommodations are available to each individual as indicated below, unless timeframes are otherwise updated according to CDC and Department

   The Lakes Region Mental Health Center
   Amendment #1

SS-2020-OCOM-11-QUARA-01-A01

Date 7/16/20



guidance, as provided in writing from the Department. The Contractor shall ensure accommodations are available to individuals:

- 1.11.1. For a minimum of fourteen (14) days from the last date of possible exposure to COVID-19 for individuals who have tested negative following a close contact exposure to COVID-19. If an individual eventually develops symptoms or tests positive, the Contractor shall ensure accommodations are available for the timeframes indicated in Paragraphs 1.11.2 and 1.11.3, as appropriate.
  - 1.11.2. For a minimum of ten (10) days from date of illness onset for individuals who have symptoms of COVID-19, with or without positive test results, ensuring the individuals remained housed until:

1.11.2.1 Three (3) days have passed without fever; and

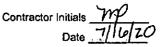
- 1.11.2.2. Symptoms of COVID-19 are subsiding.
- 1.11.3. For a minimum of ten (10) days from date of specimen collection for individuals testing positive for COVID-19 who do not have symptoms of illness.
- 8. Modify Exhibit C, Payment Terms, Section 1, to read:
  - 1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8 Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services. This Agreement is funded by:
    - 1.1. 39% funded by General Funds.
    - 1.2. 61% funded by the Epidemiology and Laboratory Capacity (ELC) Grant, as awarded on May 18, 2020, by the United States Department of Health and Human Services, Centers for Disease Control and Prevention. CFDA # 93.323, FAIN # NU50CK000522.
- 9. Modify Exhibit C, Payment Terms, Section 2, to read:
  - 2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, in accordance with approved budget line items specified in Exhibits C-1, Ancillary Services Budget and Exhibit C-1 Amendment #1, Ancillary Services Budget. For the purposes of this Agreement:
    - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.
    - 2.2. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
    - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
- 10. Modify Exhibit C, Payment Terms, Section 3, to read:
  - 3. The Contractor may invoice the Department in an amount not to exceed \$37,327 upon execution of the *original* Agreement by both parties. The Contractor shall ensure:
    - 3.1. The invoice clearly states a request for advance payment for the total advance payment amount.
    - 3.2. The Invoice includes how funds will be utilized toward start up costs, which may include, but is not limited to:
      - 3.2.1. Activities for individuals served.
      - 3.2.2. Furnishings for indivduals served.

Contractor Initials <u>19</u> Date 7/10



- 3.2.3. Other anciliary necesseties necessary for start-up of operations.
- 11. Modify Exhibit C, Payment Terms, Section 4, to read:
  - 4. The Contractor shall submit biweekly invoices for:
    - 4.1. Services provided between April 17, 2020 through July 16, 2020 that specify:
      - 4.1.1. A daily rate for staff salaries and benefits of \$312.50 per indivdual for a minimum of ten (10) individuals, even when less than ten (10) Individuals are served, for a total daily rate of \$3,125, not to exceed \$281,250 through July 16, 2020.
      - 4.1.2. A daily rate for each additional person served over the ten (10) person minimum, as negotiated between the parties.
      - 4.1.3. Cost reimbursement for actual expenses incurred, in accordance with Exhibit C-1, Ancillary Services Budget.
    - 4.2. Services provided between July 17, 2020 through the contact completion date that specify:
      - 4.2.1. The daily all inclusive rate of \$3,125 for up to ten (10) individuals per day, ensuring the actual number of individuals served is identified, not to exceed \$525,000 through the contract completion date.
      - 4.2.2. A daily rate of \$460 for on-call staff duty for each day that zero (0) individuals are served.
      - 4.2.3. Cost reimbursement for actual expenses incurred, in accordance with Exhibit C-1 Amednment #1 Ancillary Services Budget.
- 12. Add Exhibit C-2 Ancillary Services Budget, which is attached hereto and incorporated by reference herein.

Amendment #1 Page 3 of 5



#### New Hampshire Department of Health and Human Services Quarantine Services for Homeless Individuals



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective retroactively to July 16, 2020 subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, and 2020-14.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

Title:

The Lakes Region Mental Health Center

Name: Margaret M.

Nathe: Margaret M. Pritzhann Title: Chicf Executive Officer

7/16/20 Date

The Lakes Region Mental Health Center SS-2020-OCOM-11-QUARA-01-A01

Amendment #1 Page 4 of 5

#### New Hampshire Department of Health and Human Services Quarantine Services for Homeless Individuals



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

OFFICE OF THE ATTORNEY GENERAL

07/17/20

atherine Pinos

Date

Name: Catherine Pinos, Attorney Title:

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, and 2020-14.

#### OFFICE OF THE SECRETARY OF STATE

Date

Name: Title: Exhibit C-2 Amendment #1 Ancillary Services Budget

#### New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD Bidder/Program Name: The Lakes Region Mental Health Center, Inc. Budget Request for: Quarantine Services for Homeless Individuals - COVID 19 Budget Period: July 17, 2020 through December 31, 2020 "Total Program Cost Line Item Direct Indirect Total 1. IT Consultants 2,000.00 2.000.00 S 5 2. Pharmacy Supplies \$ 1,500.00 1,500.00 \$ \$ 3,600.00 3,600.00 3. Medical Supplies \$ Office Supplies (Coffee Supplies, Bottled Water, Badges; Background Checks, Tissues, Pens, paper, Noise \$ 2,400.00 \$ 2,400.00 Machine, Laundry Detergent, Lysol Wipes) 5. Travel S 6,000.00 6.000.00 \$ 6. Occupancy Supplies (Paper and \$ 600.00 \$ 600.00 soap products for refill of dispensers) 7. Telephone Expenses \$ 1,836.00 1,836.00 S 60.00 8. Postage \$ 60.00 S 9. Hulu Subscription (\$65/per month \$ \$ 234.00 234.00 for 3 months) 10. Audit and Legal 'S 11. Insurance \$ -12. Software \$ 13. Health First Subcontract 30,030.00 30,030.00 S \$ 14. Parntership for Public Halth \$ 61,803.00 \$ 61.803.00 Subcontract 15. Great Northern Cleaning 20,500.00 20,500.00 \$ S 16.Center Street Coffee & Linen 6,500.00 2 \$ 6,500.00 17. Water Streeet Café; 31 Events; Various Food Vendors (\$45 per diem \$ 78,525.00 \$ 78,525.00 per occupant) 18. OnCall Cost for NonOccupancy \$ \$ 38,640.00 38,640.00 (\$460/day) 19. Clothing & Misc Occupant Needs \$ 1,200.00 \$ 1,200.00 20. Snacks & Beverages \$ 2,500.00 e 2,500.00 21. Indirect Costs as Line Item (10%) 21,929.00 \$ \$ 21,929.00 TOTAL ÷., 257,928.00 21,929.00 279,857.00 Ś 2

The Lakes Region Mental Health Center Exhibit C-2 Amendment #1 Ancillary Services Budget Page 1 of 1 SS-2020-OCOM-11-QUARA-01-A01

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#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette Commissioner

Lisa M. Morris Director 29 HAZEN DRIVE, CONCORD, NH 03301 603-271-4501 1-800-852-3345 Ext. 4501 Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 12, 2020

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

#### INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Order 2020-05 and 2020-08, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive, Sole Source** contract with the Lakes Region Mental Health Center, Inc. (VC# 154480-B001), Laconia, NH in the amount of \$499,060 to operate a Quarantining Facility and provide services to individuals experiencing homelessness who may be awaiting test results or may have contracted, COVID-19 based on signs and symptoms of the virus, with the option to renew for up to one (1) additional year, retroactive to April 17, 2020 through July 16, 2020, 100% General Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, with the authority to adjust encumbrances between state fiscal years and adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-95-950010-56760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVS DEPT, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	103-502664	Contracts for Op Svc	95010998	\$499,060
2021	103-502664	Contracts for Op Svs	95010998	\$0
•••			Total	\$499,060

#### EXPLANATION

This item is **Retroactive** because of the immediate need for housing accommodations and services for individuals experiencing homelessness, who need quarantine services due to COVID-19. This item is **Sole Source** because the Department, in the interest of the public's health and safety, identified vendors with capacity to quickly provide sites for housing individuals in response to the COVID-19 pandemic.

The purpose of this contract is to allow the vendor to provide immediate quarantine services for individuals who are experiencing homelessness and who are awaiting COVID-19 test results.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

The population to be served are individuals experiencing homelessness and those who are at risk of homelessness, who may have contracted COVID-19, or who are awaiting test results for COVID-19, and need to be guarantined.

The Department cannot determine the number of individuals who will be served from April 17, 2020 to July 16, 2020.

The vendor will conduct an intake of each individual transported to the quarantine facility using the Homeless Management Information System (HMIS). The vendor will also gather additional information for each individual including the individual's name; community of origin; date of admission; date of anticipated discharge; list and dosages of medications; and the assessment form completed by the Emergency Operations Center (EOC).

The vendor will ensure social distancing and sanitation practices are based on Centers for Disease Control recommendations and are practiced by staff, as well as individuals receiving quarantine shelter services. The vendor will monitor activities to maintain social distancing recommendations, ensuring there is no sharing of personal items including, smoking/vaping materials, drinks, food and other items that may cause increased health and safety risks.

The vendor will work with the State and Case Manager to develop a transition plan to return individuals to their home shelter or community when the guarantine period is completed for each individual. The Vendor will clean each vacated room in accordance with CDC guidelines prior to reusing the room for another occupant.

As referenced in Exhibit A Revisions to Standard Contract Provisions, Section 1. Revisions to Form P-37, General Provisions, Sub-section 1.2, Paragraph 3.3, of the attached contract, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Executive Council approval.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted.

A Lori A. Shibinette Commissioner

#### Subject:\_Quarantine Services for Homeless Individuals - COVID 19 (SS-2020-OCOM-11-QUARA-01)

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		1.2 State Agency Address	·	
New Hampshire Department of Health and Human Services		129 Pleasant Street Concord, NH 03301-3857		
1.3 Contractor Name		1.4 Contractor Address	· · ·	
The Lakes Region Mental H	ealth Center, Inc.	40 Beacon Street East Laconia, NH 03246	_	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
(603) 524-1100 Ext. 134	05-95-95-950010- 56760000-103-502664- 95010998	July 16, 2020	\$499,060	
1.9 Contracting Officer for	State Agency	1.10 State Agency Telephon	e Number	
Nathan D. White, Director		(603) 271-9631		
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory		
marganin Aut	chand Date: 5/18/20	Morgaret M. Porteho		
1.13 State Agency Signatu	urc	1.14 Name and Title of Star	te Agency Signatory	
Chonny Smile	nu Date: 5/13/3)	LIA Name and Title of Star CAI ISAN SANTA DIRECTION DELL		
1.15 Approval by the N.H.	Department of Administration	, Division of Personnel (if appl	icable)	
Ву:	· ·	Director, On:		
1.16 Approval by the A	Attorney General (Form, Substa	ance and Execution) (if applicat	ble)	
By: J Christ	opher Marshall	On: May 22, 202	0	
1.17 Approval by the C	overnor and Executive Counc	il (if applicable)		
G&C Item number:		G&C Meeting Da	ite:	
· · · · · · · · · · · · · · · · · · ·	Page	e 1 of 4		
			Contractor Initials 77 Date 5/63/2	

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, climinates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hercunder 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

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

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

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

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Contractor Initials

#### 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 hercunder ("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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

#### 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an carly termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 altached EXHIBIT B. In addition, at the State's discretion, 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.

#### 10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the . Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Page 3 of 4

Contractor Initials 777 Date 5/13/20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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 assigned to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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# REVISIONS TO STANDARD CONTRACT PROVISIONS

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

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
  - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on April 17, 2020 ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
  - 3.3. The parties may extend the Agreement for up to one (1) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
  - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Exhibit A - Revisions to Standard Contract Provisions

Contractor Initi

The Lakes Region-Mental Health Center, Inc.

Page 1 of 1



## Scope of Services

## 1. Statement of Work

- 1.1. The services provided under this contract are emergency management activities, as defined by New Hampshire (NH) Revised Statutes (RSA) 21-P:35, Definitions.
- 1.2. The Contractor shall provide accommodations at the Dube Building located at 1 Right Way Path, Laconia, New Hampshire, for the State of New Hampshire for purposes described in this agreement.

1.3. The Contractor shall provide room accommodations to the State of New Hampshire, as requested, for the purpose of guarantining individuals who are homeless, or at the risk of being homeless, who:

- May have contracted COVID-19 based on signs and symptoms of the virus; or
- 1.3.2. May be awaiting COVID-19 test results; and
- 1.3.3. Are referred for services by the State of New Hampshire.
- 1.4. The Contractor shall conduct an intake of each individual transported to the quarantine facility using the HMIS intake field with additional information that includes, but is not limited to:
  - 1.4.1. Name.
  - 1.4.2. Community of origin.
  - 1.4.3. Date of admission.
  - 1.4.4. Date of anticipated discharge.
  - 1.4.5. List and dosages of medications.
  - 1.4.6. The assessment form completed by the Emergency Operations Center (EOC).
- 1.5. The Contractor shall comply with the requirements that include but are not limited to:
  - 1.5.1. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs, which may include, but are not limited to:
    - 1.5.1.1. Mental health services.
    - 1.5.1.2. Medication stability.
    - 1.5.1.3. Sexual orientation.

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Exhibit B Scope of Services

Contractor Initials

THE LAKES REGION MENTAL HEALTH CENTER, INC. Page 1 of 7



- 1.5.1.4. Vulnerability to illness.
- 1.5.1.5. Vulnerability to victimization.
- 1.5.1.6. Vulnerability to physical assault.
- 1.5.1.7. Racial equality.
- 1.5.1.8. Marital status.

1.5.2. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf.

- 1.6. The Contractor shall ensure social distancing and sanitation practices are, based on Centers for Disease Control recommendations, practiced by staff as well as individuals receiving guarantine shelter services. The Contractor shall:
  - 1.6.1. Provide opportunities for entertainment that maintain social distancing recommendations.
  - 1.6.2. Ensure personal items; telephones, tablets, and other devices are not shared between individuals.
  - 1.6.3. Monitor outside activities to ensure practice of social distancing.
  - 1.6.4. Monitor outside activities to ensure there is no sharing of items that include, but are not limited to:
    - 1.6.4.1. Smoking and/or vaping materials.
    - 1.6.4.2. Drinks.
    - 1.6.4.3. Food.
    - 1.6.4.4. Other items that may cause increased health and safety risks.
- 1.7. The Contractor shall provide clean linens and towels on a daily basis. The Contractor shall:
  - 1.7.1. Ensure dirty linens and towels bagged by the room occupants and left outside of the entrance to the occupied room are collected on a daily basis.
  - 1.7.2. Ensure clean linens and towels are distributed to room occupants on a daily basis.

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Exhibit B Scope of Services



THE LAKES REGION MENTAL HEALTH CENTER, INC. Page 2 of 7



- 1.7.3. Ensure cleaning products are provided to each occupied room to ensure each occupant has the ability to sanitize the room on a daily basis.
- 1.8. The Contractor shall collaborate with the State of New Hampshire to ensure needs of the establishment are addressed, which may include but is not limited to:
  - 1.8.1. Ensuring personal protective equipment is utilized by staff.
  - 1.8.2. Ensuring basic needs of each individual are met and, at a minimum, include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in New Hampshire Revised Statutes Annotated (RSA) 126-A:26.
  - 1.8.3. Ensuring individuals have, at a minimum, two (2) changes of clothing, and personal, private space in which to change clothing on a daily basis to reduce cross contamination.
  - 1.8.4. Ensuring access to laundry services with hot water to clean personal clothing
  - 1.8.5. Ensuring individuals are provided an opportunity to do laundry in a manner that does not comingle their laundry with laundry belong to other individuals' laundry.
- 1.9. The Contractor shall coordinate services with providers. The Contractor shall:
  - 1.9.1. Assist individuals with obtaining medications, as prescribed.
  - 1.9.2. Ensure the safety and security of individuals' specific medications in a manner that enables individuals to access their own medications for specified dosages and times indicated on the medication.
  - 1.9.3. Coordinate existing services with existing providers, as applicable.
  - 1.9.4. Assist individuals with accessing short-term services while in the guarantine shelter, which may include, but is not limited to:
    - 1.9.4.1. Mental health services.
    - 1.9.4.2. Substance use treatment.
    - 1.9.4.3. Medical care.
- 1.10. The Contractor shall provide essential services to individuals in collaboration with local businesses that include, but are not limited to:
  - 1.10.1. Local restaurants.
  - 1.10.2. Local laundry services.
  - 1.10.3. Local grocery stores.

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Exhibit B Scope of Services

Contractor Initials

THE LAKES REGION MENTAL HEALTH CENTER, INC. Page 3 of 7



- 1.10.4. Other business that are able to assist with necessary and ancillary needs of individuals receiving services.
- 1.11. The Contractor shall ensure accommodations are available to each individual:
  - 1.11.1. For a minimum of three (3) days in cases where testing for COVID-19 occurs with negative results.
  - 1.11.2. For a minimum of fourteen (14) days in cases where no testing is conducted or in cases where testing for COVID-19 occurs with positive results.
  - 1.11.3. Who is exhibiting mild symptoms of COVID-19 for up to three (3) calendar days after presenting no fever or other symptoms of COVID-19.
- 1.12. The Contractor shall work with the State and the Case Manager, as applicable, to develop a transition plan to return individuals to their home shelter or community when the quarantine period is completed for each individual.
- 1.13. The Contractor shall clean each vacated room in accordance with Centers for Disease Control (CDC) guidelines, prior to reusing the room for another occupant by: Assigning staff to clean the vacated room according to established policies and procedures.
- 1.14. The Contractor shall ensure a minimum of ten (10) rooms are available upon request at the applicable rates identified in Exhibit C, Payment Terms.

## 2. Transportation

2.1. The Contractor shall provide, arrange and pay for taxi transportation to and from the facility in accordance with current CDC guidelines relative to transportation during the COVID-19 Pandemic.

## 3. Exhibits Incorporated

- 3.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 3.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 3.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

### 4. Facilities Use

4.1. The Contractor agrees to use the State of New Hampshire owned land and

Contractor Initials

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THE LAKES REGION MENTAL	HEALTH CENTER INC. Page 4 of 7



building, located at 1 Right Way Path, Laconia, New Hampshire 03246 (hereinafter "premises") to provide Quarantine Services for a minimum of 10 individuals, as specified in this Exhibit B.

- 4.2. The Contractor shall have the right to utilize thee onsite parking lot and acknowledges that no reserved parking is provided as part of this Agreement.
- 4.3. The Contractor confirms the premises has been inspected and the condition of the premises is acceptable.
- 4.4. The Contractor shall obtain written consent from the State of New Hampshire prior to performing or constructing any additions, alterations or improvements to the premises.
- 4.5. The Contractor shall ensure all work, repairs, renovations, or replacements approved by the State in Section 3.4 are guaranteed by the vendors completing the work, against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of completion of the work.
- 4.6. The Contractor shall ensure that if, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the State of New Hampshire is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, the Contractor shall promptly upon receipt of notice from the State of New Hampshire, and at the Contractor's own expense:
  - 4.6.1. Place in satisfactory condition in every particular, all guaranteed work and correct all defects therein.
  - 4.6.2. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the State of New Hampshire, is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract.
  - 4.6.3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- 4.7. The Contractor is responsible for all repairs due to wear or negligence on the part of the Contractor, its employees, assignees, or guests.
- 4.8. The Contractor shall be subject to general supervision by the State of New Hampshire. The Contractor shall be subject to rules and regulations prescribed by the State of New Hampshire including, but not limited to, meeting the requirements of the Department's Health Facilities Administration, City of Laconia, and the State of New Hampshire Public Works Department.
- 4.9. The Contractor will develop a Maintenance Checklist for when routine repairs or maintenance services are needed and make it available to the State of New Hampshire for review.

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Exhibit 8 Scope of Services

Contractor Initials \_\_\_\_\_\_ Date \_\_\_\_\_\_

THE LAKES REGION MENTAL HEALTH CENTER, INC. Page 5 of 7



- 4.10. The Contractor shall protect, repair and maintain the premises in good order and condition without costs or expenses to State of New Hampshire.
- 4.11. The Contractor shall exercise due diligence in protecting the premises against damage or destruction by fire, vandalism, theft or other causes.
- 4.12. The Contractor shall at all times during the existence of this Agreement, promptly observe and comply with the provisions of all applicable federal, state and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems and solid and hazardous waste.
- 4.13. Should the Contractor discover any violations to applicable federal, state and local laws, rules, regulations or standards, the Contractor shall report the violations immediately to the State of New Hampshire and, at their own expense, be responsible for any costs incurred as a result of the violation of the aforementioned federal, state and local laws, rules and regulations and standards.
- 4.14. The Contractor agrees that any agency of the State of New Hampshire, its officers, agents, employees, and contractors may enter the premises, at all times (with reasonable notice) for any purpose, including inspection, and the Contractor shall have no claim on account of such entries against the State of New Hampshire or any officer, agent, employee or contractor thereof.
- 4.15. The State shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under this Agreement, including the condition or state of repair of the premises and its use and occupation by the Contractor, or from damage to their property, or damage to the property, or injuries to the persons of the Contractor or any officers, employees, servants, agents, contractors, or others who may be at the premises at their invitation or the invitation of any one of them arising from governmental activities at the premises. The Contractor expressly waives all claims against the State of New Hampshire for any loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the premises or as consequence of the conduct of activities or the performance of responsibilities under this Agreement.
- 4.16. The Contractor agrees, to indemnify, save, hold harmless and defend the State and the State of New Hampshire, their officers, employees and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of any activities conducted under this Facilities Use Agreement section and any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage, disposal or any other action by the Contractor giving rise to liability to the State or the State of New Hampshire,

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Exhibit B Scope of Services

Contractor Initials

THE LAKES REGION MENTAL HEALTH CENTER, INC. Page 6 of 7



civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.

- 4.17. The Facilities Use section of this Agreement is effective only insofar as the rights of the Contractor in the premises involved are concerned, and the Contractor shall obtain such permission as may be necessary on account of any other existing rights.
- 4.18. The terms of the Facilities Use section of this Agreement shall not be transferred or assigned. The Contractor agrees that on the Completion Date of this Agreement, it shall vacate the premises and shall, remove all personal property and restore the premises to a condition satisfactory to the State, with damages beyond the control of the Contractor and due to ordinary wear and tear excepted. If the Contractor neglects to remove their personal property and to so restore the premises, then at the option of the State, such property shall either become property of the State without compensation therefore, or the State may cause property to be removed and the premises to be so restored at the expense of the Contractor, and no claim for damage against the State or its officers, employees or agents shall be created by or made on account of such removal and restoration work.
- 4.19. The Contractor and the State agree that no notices, orders, directions, determinations, requirement consents, and/or approvals under this Agreement shall be of any effect unless it is in writing. All notices to be given pursuant to this Agreement shall be addressed to the State:

State of New Hampshire Department of Health and Human Services Attn: Director of Facilities Management 129 Pleasant Street Concord, NH, 03301

4.20. The Contractor agrees that routine building maintenance is defined as normal wear and tear of the building structure, envelope, systems, hardware, and fixed assets (not including kitchen appliances). Routine building maintenance does not include damage resulting in abuse or neglect by the Contractor or its agents, consumers, and visitors.

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Exhibit B Scope of Services



THE LAKES REGION MENTAL HEALTH CENTER, INC. Page 7 of 7



# Payment Terms

- 1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8 Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services
- Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, in accordance with approved budget line items specified in Exhibits C-1, Budget.
- .3. The Contractor may invoice the Department in an amount not to exceed \$37,327 upon execution of the Agreement by both parties. The Contractor shall ensure:
  - 3.1. The invoice clearly states a request for advance payment for the total advance payment amount.
  - 3.2. The invoice includes how funds will be utilized toward start up costs, which may include, but is not limited to:
    - 3.2.1. Activities for individuals served.
    - 3.2.2. Furnishings for indivduals served.
    - 3.2.3. Other anciliary necesseties necessary for start-up of operations.
- The Contractor shall submit biweekly invoices that specify:
  - 4.1. A daily rate for staff salaries and benefits of \$312.50 per indivdual for a minimum of ten (10) individuals, even when less than ten (10) individuals are served, for a total daily rate of \$3,125, not to exceed \$281,250 through the contract completion date.
  - 4.2. A daily rate for each additional person served over the ten (10) person minimum, as negotiated between the parties.
  - 4.3. Cost reimbursement for acutal expendutres incurred, in accordance with Exhibit C-1, Ancillary Services Budget.
- 5. In lieu of hard copies, all Department-provided invoices may be assigned an electronic signature and emailed to Beth.Kelly@dhhs.nh.gov.
- 6. 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, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
- 7. The final involce 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.

The Lakes Region Mental Health Center, Inc.	Exhibit C	Contractor Initials		
SS-2020-OCOM-11-QUARA-01	Page 1 of 3	Date 5/13/20		
Rev. 01/08/19	•	•		



- 8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
- The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
- 10. 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.
- 11. 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.
- 12. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 13. Audits
  - 13.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 13.1.1. Condition A The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 13.1.2. Condition B The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 13.1.3. Condition C The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted In accordance with the requirements of 2 CFR Part 200, Subpart F

The Lakes Region Mental Health Center, Inc.	Exhibit C		Contractor Initials
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Rev. 01/08/19			



of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. 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.

Exhibit C Page 3 of 3

The Lekes Region Mental Health Center, Inc. SS-2020-OCOM-11-QUARA-01 Rev. 01/08/19 Contractor Initials - 2017 Date 5/13/20 Exhibit C-1 Ancillary Services Budget

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

Bidder/Program Name: The Lakos Region Mental Health Center. Inc.

Budget Request for: Quarantine Services for Homeless Individuals - COVID 19

	April 17, 2020 through July 16, 2020					
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The Lakes Region Mental Health Center Exhibit C-1 Ancillary Services Budget Page 1 of 1 SS-2020-OCOM-11-QUARA-01

Contractor Initials . Date



### 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 of yearns, 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

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 1 of 2

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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.
- 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 D if there are workplaces on file that are not identified here.

Vendor Name:

<u>5/13/2020</u> Date

Title: 11

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 2 of 2

Vendor Intil



### 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:

- 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.)
- 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:

113/2020

Name: Title: ĊA

Exhibit E - Certification Regarding Lobbying

Vendor Inili

CU/OHHS/110713

Page 1 of 1



### 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

- 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

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2 Vendor Iniliats

CU/OHHS/110713



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

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

### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

### LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

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Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

Vendor Initials

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## 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.

	Exhibil G Vendor ini	tials m
	Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Falth-Based Organiz and Whistebiower protections	elone
7/14 v. 10/21/14	Page 1 of 2	Date 5/13/20
		•

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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:

Title: CEO

Exhibit G

Vendor Initials Based Organizations Date 5/13/20

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Page 2 of 2

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#### 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:

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Title: 6

CU/DHHS/110713

Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1

Vendor Initial:



#### Exhibit I

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

#### (1) <u>Definitions</u>.

- a. <u>"Breach</u>" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" 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. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164,501.
- g <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "<u>HIPAA</u>" 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. "<u>Privacy Rule</u>" 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. "<u>Protected Health Information</u>" 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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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 1 of 6 /

Contractor Initiata Date 5/13/20



"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. Business Associate Use and Disclosure of Protected Health Information. (2)Business Associate shall not use, disclose, maintain or transmit Protected Health a. 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. Business Associate may use or disclose PHI: b. ١. For the proper management and administration of the Business Associate: As required by law, pursuant to the terms set forth in paragraph d, below; or 11. 111. For data aggregation purposes for the health care operations of Covered Entity.

Exhibit I

- 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 Health Insurance Portability Act Business Associate Agreement Page 2 of 6

Contractor Initiats Date 5/13/20



Exhibit F

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

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.

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- 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
- 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 Health Insurance Portability Act Business Associate Agreement Page 3 of 6

Contractor Initials Date 5/13/20



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. 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. 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. 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. 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. 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. 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)

Exhibit I

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.

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 Health Insurance Portability Act Business Associate Agreement Page 4 of 6

Contractor Initials Date 5/13/20



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.

Exhibit i

## (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) <u>Termination for Cause</u>

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) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References.</u> 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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.

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 5 of 6

Contractor Initials Date 5/13/20



e. <u>Segregation</u>. If any term or condition of this Exhibit I or the application thereof to any person(e) 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.

Exhibit I

<u>Survival</u>. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services The State -Signature of Autho zed Representative Name of Authorized Representativ ion rechir 1)4 Title of Authorized Representative

Lakes Region Arental Health Center, Inc

Name of the Contracto thethand margan

Signature of Authorized Representative

Margaret M. Pritch

Name of Authorized Representative

CED Title of Authorized Representative

<u>6/13/2020</u> Date

8/2014

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Exhibit I Hestith Insurance Portability Act Business Associate Agreement Page 6 of 6

Contractor Initi Data 5/18/20



### 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
- Location of the entity
- 8. Principle place of performance
- 9. Unique identifier of the entity (DUNS #)
- 10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name:

13/2020

Title:

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance

Page 1 of 2

Contractor Initiat

CU/DHHS/110713



## FORM A

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

1. The DUNS number for your entity is: \_101410652

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

<u>X</u> NO \_\_\_\_\_ YES

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

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

 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 \_\_\_\_\_N

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

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

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

Amount: \_\_\_\_\_\_\_\_ Name: 1/Aroarct Amount: \_27 Name: V/2 Amount: 100 Name: Instia Amount: 220 Name: agner Amount: 125,00 hris A Name:

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## **DHHS Information Security Requirements**

## A. Definitions

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

- "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.
- "Computer Security Incident" shall have the same meaning "Computer Security 2. 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.

- "End User" means any person or entity (e.g., contractor, contractor's employee, 4. 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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# **DHHS Information Security Requirements**

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.
- "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.
- "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...
  - 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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## **DHHS Information Security Requirements**

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

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 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

- 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.
- 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.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 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.
- 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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# **DHHS Information Security Requirements**

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

- 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

- 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.
- 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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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**DHHS Information Security Requirements** 

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

- 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
  - 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 regulrements will be jointly evaluated by the State and Contractor prior to destruction.
  - 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.
  - 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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## DHHS Information Security Requirements

- The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 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.
- If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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## **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/doit/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.
  - 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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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# **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.
- 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.

### **I. 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

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 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

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A. DHHS Privacy Officer:

- DHHSPrivacyOfficer@dhhs.nh.gov
- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



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