



Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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June 24, 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, and 2020-10, Governor Sununu authorized the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed \$1,731,950 for crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals with the option to renew for up to two (2) additional years, effective June 23, 2020, through August 19, 2021. 100% Federal Funds.

| Vendor Name | Vendor Code | Area Served | Contract Amount |
|--|-------------|----------------------|-----------------|
| Community Partners of Strafford County Foundation | 177278 | Dover, Region 9 | \$173,195 |
| Northern Human Services | 177222 | Conway, Region 1 | \$173,195 |
| West Central Behavioral Health Foundation | 177654 | Lebanon, Region 2 | \$173,195 |
| Lakes Region Mental Health Center, Inc. | 154480 | Laconia, Region 3 | \$173,195 |
| Riverbend Community Mental Health, Inc. | 177192 | Concord, Region 4 | \$173,195 |
| Monadnock Family Services | 177510 | Keene, Region 5 | \$173,195 |
| The Community Council of Nashua, N.H. | 154112 | Nashua, Region 6 | \$173,195 |
| The Mental Health Center of Greater Manchester, Inc. | 177184 | Manchester, Region 7 | \$173,195 |
| Seacoast Mental Health Center, Inc. | 174089 | Portsmouth, Region 8 | \$173,195 |

| | | | |
|--|--------|------------------|--------------------|
| The Mental Health Center of Southern New Hampshire | 174116 | Derry, Region 10 | \$173,195 |
| | | Total: | \$1,731,950 |

Funds are available in the following account for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-092-922010-19090000 HEALTH & SOCIAL SERVICES-DEPARTMENT OF HEALTH & HUMAN SERVICES-DIV FOR BEHAVIORAL HEALTH-BUREAU OF MENTAL HEALTH SERVICES-SAMHSA GRANT

| State Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|----------------------|--------------------|------------------------|--------------|--------------------|
| 2020 | 102-500731 | Contracts for Prog Svc | 92201909 | \$108,247 |
| 2021 | 102-500731 | Contracts for Prog Svc | 92201909 | \$1,298,962 |
| 2022 | 102-500731 | Contracts for Prog Svc | 92201909 | \$324,741 |
| | | | Total | \$1,731,950 |

EXPLANATION

These items are **Sole Source** because the Department, in the interest of the public's health and safety, determined that the State's community mental health centers are best positioned to effectively provide crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals. The Bureau of Mental Health Services contracts for services through the community mental health centers that are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and State regulation NH He-M403.

Due to both COVID-19 and the State of Emergency, people with serious mental illness, youth with serious emotional disturbance and new or early serious mental illness, general citizens, and healthcare professionals are expected to develop new behavioral health problems or exacerbations of such problems, including increases in depression, anxiety, trauma, and grief. The Contractors will provide services to these individuals who are under or uninsured from June 23, 2020, to August 19, 2021.

The Contractors will increase the capacity of the New Hampshire community mental health system to respond to people with behavioral health crises who are impacted by the COVID-19 pandemic using evidence-based practices. New and existing staff will receive training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; trauma-informed care; and the use of American Society of Addiction Medicine criteria for Substance Use Disorder services. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

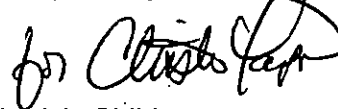
- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,



Lori A. Shibinette
Commissioner

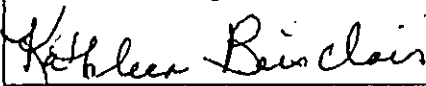

Subject: Rapid Response (SS-2020-DBH-07-RAPID-09)

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 New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County | | 1.4 Contractor Address 113 Crosby Rd., Suite 1 Dover, NH 03820 | |
| 1.5 Contractor Phone Number (603) 516-9300 | 1.6 Account Number 05-095-092-922010- 19090000-102-500731 | 1.7 Completion Date August 19, 2021 | 1.8 Price Limitation \$173,195 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature  Date: 6/3/2020 | | 1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President | |
| 1.13 State Agency Signature  Date: 6/5/2020 | | 1.14 Name and Title of State Agency Signatory Christine Tapan, Associate Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/17/20 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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, eliminates 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 hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 early 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 attached 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

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 assignee 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.



EXHIBIT A

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 issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 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 two (2) years 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.



EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Nine (9).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.



EXHIBIT B

- 1.5.3.2. Train additional staff as described in Subsection 2.2.
- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
 - 1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
 - 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;



EXHIBIT B

- 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;
- 1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.
- 1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:
 - 1.12.1. Assertive community treatment;
 - 1.12.2. Supported employment;
 - 1.12.3. Illness management and recovery;
 - 1.12.4. Therapeutic behavioral services;
 - 1.12.5. Family support; and
 - 1.12.6. Medication management.
- 1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:
 - 1.13.1. Modular Approach to Therapy for Children (MATCH);
 - 1.13.2. Trauma-focused cognitive behavioral therapy; and
 - 1.13.3. Supported employment for individuals for whom it is developmentally appropriate.
- 1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:
 - 1.14.1. Evaluations;
 - 1.14.2. Withdrawal management;
 - 1.14.3. Outpatient counseling;
 - 1.14.4. Residential services; and
 - 1.14.5. Recovery supports.
- 1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:



EXHIBIT B

- 1.15.1. Medication Assisted Treatment (MAT);
- 1.15.2. Cognitive Behavioral Therapy (CBT);
- 1.15.3. Motivational Enhancement Therapy (MET);
- 1.15.4. Seeking Safety;
- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services;
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources; and
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Nine (9), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

- 2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.

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Contractor Initials K.B.

Date 6/3/2020



EXHIBIT B

- 2.2. The Contractor shall ensure that Contractor staff receive training on:
 - 2.2.1. New Hampshire Rapid Response goals and objectives;
 - 2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;
 - 2.2.3. Guideline-based crisis intervention;
 - 2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and
 - 2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.
- 2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:
 - 2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.
 - 2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).
 - 2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.
 - 2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.
 - 2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.
 - 2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.
 - 2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.
 - 2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.
 - 2.3.5. If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.

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EXHIBIT B

- 2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.
- 2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

- 3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.
- 3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.
- 3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.
- 3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.
- 3.4.1. The Contractor shall provide a \$20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.
- 3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.
- 3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.
- 3.6. The Contractor shall enter GPRA information obtained from each individual into

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EXHIBIT B

the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.

- 3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.
- 3.7. The Contractor may utilize funding in this Agreement designated for data infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

- 4.1. 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.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Culturally and Linguistically Appropriate Services (CLAS)
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.



EXHIBIT B

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."
- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

- 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all

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EXHIBIT B

such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. 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 Indirect Cost Rate of 10.00% 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.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

| BUDGET | |
|---|------------------|
| Line Item | Amount Amount |
| Staffing | \$113,500 |
| Fringe and Benefits | \$ 34,050 |
| Personal Protective Equipment, Supplies, Technology, and Training | \$ 5,400 |
| Data Collection | \$ 4,500 |
| Indirect Costs on Clinical Services | \$15,295 |
| Indirect Costs on Data Collection | \$ 450 |
| Total | \$173,195 |

- 3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
 - 3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
 - 3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a



EXHIBIT C

co-payment or deductible for which the individual served indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

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



EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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 Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 12.1.1. 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.
 - 12.1.2. 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.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. 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



EXHIBIT C

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

12.3. 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.

12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:

12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.

12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.

12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.

12.5. 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.



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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Date

6/3/2020

Name: Kathleen Boisclair
Title: President

Kathleen Boisclair

K.B.



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



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

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

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

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

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

Exhibit G

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

Vendor Initials

K.B.

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

6/3/2020
Date

Vendor Name:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Exhibit G

Vendor Initials K.B.

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

Date 6/3/2020



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:

Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



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) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

6.5.2020

Date

Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Name of the Contractor

Signature of Authorized Representative

Kathleen Boisclair

Name of Authorized Representative

President

Title of Authorized Representative

6/3/2020

Date



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

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

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

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

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

The 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:
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

6/3/2020
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

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

1. The DUNS number for your entity is: 149406691
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 X NO YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

DHHS Information Security Requirements



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.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

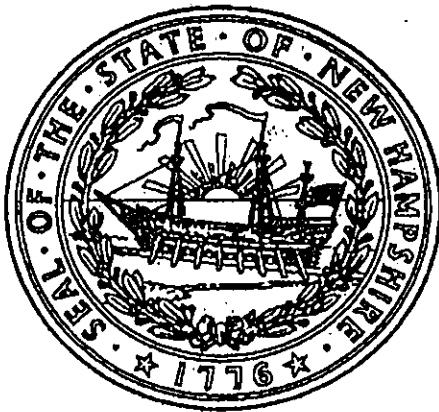
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. 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: 62273

Certificate Number: 0004893274



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

State of New Hampshire

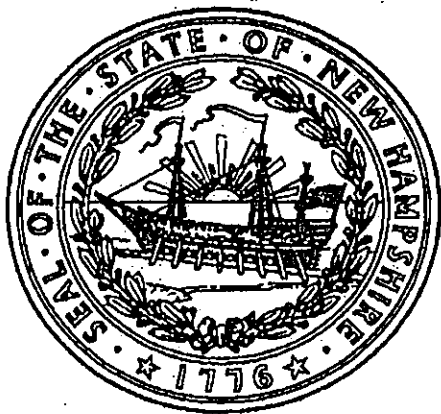
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 455172

Certificate Number: 0004893281



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Ann Landry, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Secretary of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 3, 2020, at which a quorum of the Directors were present and voting.
(Date)

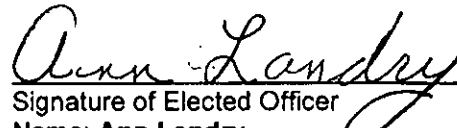
VOTED: That Kathleen Boisclair, President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners to enter into contracts or agreements with the State.
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate 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: 6.3.2020


Signature of Elected Officer
Name: **Ann Landry**
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2020

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.

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

| | | | |
|---|--|---|--|
| PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101 | | CONTACT NAME: Heather Prescott, AINS, CRIS PHONE (A/C, No, Ext): (603) 869-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: hprescott@crossagency.com | |
| INSURED Behavioral Health & Developmental Services of Strafford County Inc, 113 Crosby Road, Ste 1 Dover NH 03820 | | INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: Granite State Health Care and Human Services Self- INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 18058 | |

COVERAGES**CERTIFICATE NUMBER:** 19-20 All / 20-20 WC**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | PHPK2057476 | 11/01/2019 | 11/01/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | PHPK2057480 | 11/01/2019 | 11/01/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | PHUB699416 | 11/01/2019 | 11/01/2020 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | HCHS202000000203 (3A.) NH | 02/01/2020 | 02/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Directors & Officers Liability | | PHSD1492519 | 11/01/2019 | 11/01/2020 | Limit: \$5,000,000 Deductible: \$35,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH; Department of Health &
Human Services
129 Pleasant Street
Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

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113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

50 Chestnut Street
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-1850

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency



Mission: Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

Community Partners

Behavioral Health & Developmental Services of Strafford County, Inc.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2019 and 2018

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2019 and 2018, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2019 and 2018, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Change in Accounting Principle

As discussed in Note 1 in the consolidated financial statements, in 2019 the Organization adopted new accounting guidance, Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities* (Topic 958). Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 30, 2019

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Financial Position

June 30, 2019 and 2018

ASSETS

| | <u>2019</u> | <u>2018</u> |
|---|---------------------|---------------------|
| Cash and cash equivalents | \$ 4,023,971 | \$ 3,653,350 |
| Restricted cash | 112,436 | 93,425 |
| Accounts receivable, net of allowance for doubtful accounts | 1,171,501 | 888,387 |
| Grants receivable | 162,264 | 58,222 |
| Prepaid expenses | 401,402 | 379,559 |
| Property and equipment, net | <u>2,118,838</u> | <u>2,064,440</u> |
| Total assets | <u>\$ 7,990,412</u> | <u>\$ 7,137,383</u> |

LIABILITIES AND NET ASSETS

| | | |
|---------------------------------------|---------------------|---------------------|
| Liabilities | | |
| Accounts payable and accrued expenses | \$ 2,540,469 | \$ 2,134,786 |
| Estimated third-party liability | 1,202,701 | 1,121,051 |
| Operating lease payable | 40,785 | - |
| Loan fund | 89,473 | 89,383 |
| Notes payable | <u>884,773</u> | <u>845,882</u> |
| Total liabilities | 4,758,201 | 4,191,102 |
| Net assets without donor restrictions | <u>3,232,211</u> | <u>2,946,281</u> |
| Total liabilities and net assets | <u>\$ 7,990,412</u> | <u>\$ 7,137,383</u> |

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Activities

Years Ended June 30, 2019 and 2018

| | <u>2019</u> | <u>2018</u> |
|---|----------------------------|----------------------------|
| Changes in net assets without donor restrictions | | |
| Public support and revenue | | |
| Medicaid revenue | \$29,163,571 | \$26,026,898 |
| Medicare revenue | 196,444 | 161,239 |
| Client resources | 1,934,005 | 1,685,020 |
| Contract revenue | 1,546,526 | 1,517,328 |
| Grant income | 1,111,668 | 579,929 |
| Interest income | 8,454 | 209 |
| Other program revenue | 722,753 | 376,241 |
| Public support | 123,304 | 90,301 |
| Other revenue | <u>198,539</u> | <u>86,683</u> |
| Total public support and revenue | <u>35,005,264</u> | <u>30,523,848</u> |
| Expenses | | |
| Program services | | |
| Case management | 1,041,170 | 938,043 |
| Day programs and community support | 5,034,457 | 4,450,160 |
| Early support services and youth and family | 4,196,063 | 3,731,529 |
| Family support | 634,699 | 530,399 |
| Residential services | 10,799,339 | 10,051,324 |
| Combined residential, day and consolidated services | 3,599,405 | 2,927,266 |
| Adult services | 2,665,698 | 2,443,596 |
| Emergency services | 654,437 | 561,016 |
| Other | <u>2,655,420</u> | <u>1,516,784</u> |
| Total program expenses | 31,280,688 | 27,150,117 |
| Supporting services | | |
| General management | <u>3,438,646</u> | <u>3,138,272</u> |
| Total expenses | <u>34,719,334</u> | <u>30,288,389</u> |
| Change in net assets without donor restrictions | 285,930 | 235,459 |
| Net assets, beginning of year | <u>2,946,281</u> | <u>2,710,822</u> |
| Net assets, end of year | <u>\$ 3,232,211</u> | <u>\$ 2,946,281</u> |

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

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2019

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

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2018

| | Care Management | Day Programs and Community Support | Early Support Services and Youth and Family | Family Support | Residential Services | Combined Residential, Day and Consolidated Services | Adult Services | Emergency Services | Other | Total Program | General Management | Total |
|---|-------------------|------------------------------------|---|-------------------|----------------------|---|-------------------|--------------------|-------------------|---------------------|--------------------|---------------------|
| Public support and revenue | | | | | | | | | | | | |
| Medical revenue | \$ 620,907 | \$ 3,887,191 | \$ 3,762,751 | \$ 290,438 | \$ 11,039,070 | \$ 3,286,310 | \$ 7,886,742 | \$ 46,878 | \$ 48,971 | \$ 26,829,886 | \$ - | \$ 26,829,886 |
| Medicaid revenue | - | 16,967 | - | - | - | - | 146,982 | - | 4,300 | 191,229 | - | 191,229 |
| Client resources | 32,076 | 59,642 | 348,866 | - | 1,029,781 | - | 151,432 | 22,087 | 19,873 | 1,696,620 | - | 1,696,620 |
| Contract revenue | 79,894 | 317,364 | 402,860 | 76,179 | 11,000 | 48,470 | 180 | 174,264 | 201,804 | 1,209,348 | 211,819 | 1,611,231 |
| Grant income | - | 30,190 | 17,796 | 19,380 | - | 884 | 84,786 | 1,127 | 373,276 | 678,979 | 3,850 | 679,579 |
| Interest income | - | - | - | - | - | - | - | - | - | - | 209 | 209 |
| Other program revenue | - | 92,970 | 76,976 | - | - | - | 721 | - | 250,442 | 370,241 | 6,000 | 376,241 |
| Public support | 12,271 | 4,397 | 11,429 | 19,247 | 187 | 3,061 | 2,106 | - | 30,208 | 82,872 | 7,429 | 86,301 |
| Other revenue | 1,106 | 3,886 | 192 | 80 | 24,661 | 24 | 11,100 | - | 17,896 | 57,874 | 29,106 | 86,980 |
| Total public support and revenue | 1,047,784 | 4,419,068 | 4,495,866 | 371,879 | 11,091,579 | 3,177,790 | 3,333,641 | 245,090 | 849,567 | 30,295,532 | 214,416 | 30,510,048 |
| Expenses | | | | | | | | | | | | |
| Salaries and wages | 573,363 | 2,334,536 | 2,264,340 | 136,458 | 1,181,498 | 1,427,488 | 1,724,418 | 234,884 | 777,673 | 10,798,319 | 2,612,816 | 12,757,634 |
| Employee benefits | 127,289 | 571,862 | 467,707 | 30,732 | 234,780 | 113,087 | 170,420 | 47,380 | 234,267 | 7,831,864 | 401,827 | 2,432,621 |
| Payroll taxes | 47,988 | 186,329 | 172,816 | 16,428 | 86,572 | 116,501 | 87,418 | 17,267 | 74,470 | 800,515 | 136,186 | 936,701 |
| Contracted substitute staff | - | 8,368 | 2,800 | - | - | - | 2,820 | - | - | 13,988 | 63,792 | 77,780 |
| Client treatment services | 10,827 | 67,608 | 116,237 | 22,498 | 4,039,748 | 1,022,151 | 86,918 | 2 | 11,360 | 6,649,802 | 753 | 6,649,802 |
| Professional fees and consultants | 37,361 | 63,863 | 60,726 | 6,748 | 84,887 | 14,821 | 86,379 | 226,748 | 27,754 | 676,186 | 86,267 | 862,352 |
| Subcontractors | - | 364,867 | - | - | 6,847,784 | 1,029 | - | - | - | 4,443,880 | - | 4,443,880 |
| Staff development and training | 6,106 | 17,478 | 76,758 | 2,758 | 3,829 | 6,834 | 13,868 | 808 | 6,274 | 78,777 | 69,288 | 148,065 |
| Rent | - | 68,486 | 64,886 | - | 31,000 | - | 61,820 | 8,884 | 36,153 | 298,418 | 16,544 | 375,864 |
| Utilities | 6,804 | 44,874 | 19,888 | 1,617 | 17,418 | 1,820 | 11,820 | 4,714 | 26,238 | 136,988 | 17,832 | 165,031 |
| Building maintenance and repairs | 22,214 | 83,256 | 40,200 | 3,887 | 86,588 | 5,181 | 14,988 | 812 | 78,886 | 253,445 | 17,207 | 270,722 |
| Other occupancy costs | 3,623 | 42,838 | 15,633 | 644 | 3,463 | 824 | 6,713 | - | 73,763 | 180,462 | 4,463 | 185,628 |
| Office | 13,181 | 86,800 | 67,182 | 2,886 | 29,807 | 4,296 | 32,784 | 4,488 | 29,782 | 387,948 | 76,872 | 464,820 |
| Building and housing | 3,203 | 70,664 | 18,478 | 948 | 12,400 | 743 | 7,974 | 800 | 6,511 | 63,216 | 6,763 | 71,047 |
| Client consumables | 1,694 | 19,386 | 4,963 | 3,843 | 24,338 | 43,772 | 3,426 | 87 | 6,247 | 108,300 | 2,660 | 111,260 |
| Medical | - | 901 | 680 | - | 372 | - | 807 | - | 646 | 2,991 | 733 | 3,724 |
| Equipment maintenance | 11,886 | 44,252 | 37,423 | 2,258 | 14,517 | 3,382 | 28,618 | 3,888 | 12,804 | 153,786 | 26,890 | 180,361 |
| Depreciation | 22,891 | 115,902 | 76,372 | 4,882 | 86,873 | 8,316 | 48,126 | 6,719 | 22,719 | 264,804 | 17,091 | 281,895 |
| Advertising | 648 | 1,724 | 977 | 887 | 74 | 179 | 1,160 | 13 | 346 | 6,510 | 863 | 8,299 |
| Printing | - | - | 3,792 | - | - | - | - | - | - | 363 | 30 | 393 |
| Telephone and telecommunications | 8,095 | 29,620 | 30,827 | 1,904 | 8,320 | 2,196 | 22,196 | 3,714 | 16,208 | 122,941 | 24,678 | 147,619 |
| Postage and shipping | 888 | 4,788 | 3,836 | 162 | 1,888 | 210 | 3,225 | 475 | 3,880 | 19,418 | 1,637 | 21,055 |
| Transportation | 16,623 | 309,891 | 41,540 | 4,857 | 63,783 | 106,801 | 33,187 | 2,778 | 22,688 | 483,736 | 14,005 | 497,741 |
| Activities to individuals | 19,264 | 1,271 | 1,819 | 87,073 | 9,837 | 84,686 | 528 | 97 | 79,147 | 198,808 | 1,688 | 200,496 |
| Insurance | 12,211 | 60,414 | 48,671 | 2,568 | 27,821 | 4,417 | 32,126 | 2,831 | 11,488 | 152,944 | 26,844 | 179,788 |
| Membership dues | 47 | 1,487 | 4,741 | 18 | 904 | 17 | 2,083 | 18 | 87,796 | 86,281 | 12,324 | 98,605 |
| Interest | 2,186 | 9,718 | 3,968 | 407 | 7,179 | 678 | 3,087 | 237 | 2,778 | 29,118 | 3,048 | 32,066 |
| Other | - | 1,181 | - | - | 1,207 | - | 3 | - | 19,772 | 22,184 | 4,308 | 26,490 |
| Total expenses | 938,043 | 4,498,180 | 3,731,579 | 520,288 | 10,091,214 | 3,927,266 | 3,443,948 | 841,814 | 1,616,754 | 27,160,117 | 3,136,372 | 30,296,489 |
| Income (decrease) in net assets without restrictions | \$ 109,741 | \$ 920,888 | \$ 764,287 | \$ 151,591 | \$ 2,000,365 | \$ 250,524 | \$ 889,693 | \$ 107,276 | \$ 232,813 | \$ 3,135,415 | \$ 178,044 | \$ 3,313,459 |

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Cash Flows

Years Ended June 30, 2019 and 2018

| | <u>2019</u> | <u>2018</u> |
|--|----------------------------|----------------------------|
| Cash flows from operating activities | | |
| Change in net assets | \$ 285,930 | \$ 235,459 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities | | |
| Depreciation | 482,088 | 436,895 |
| Change in allowance for doubtful accounts | 20,859 | 44,946 |
| Gain on sale of assets | - | (775) |
| (Increase) decrease in | | |
| Restricted cash | (19,011) | 5,998 |
| Accounts receivable, trade | (303,973) | 91,989 |
| Grants receivable | (104,042) | (7,881) |
| Prepaid expenses | (21,843) | (19,170) |
| Increase (decrease) in | | |
| Accounts payable and accrued expenses | 405,683 | 170,986 |
| Estimated third-party liability | 81,650 | (190,669) |
| Operating lease payable | 40,785 | - |
| Loan fund | <u>90</u> | <u>89</u> |
| Net cash provided by operating activities | <u>868,216</u> | <u>767,867</u> |
| Cash flows from investing activities | | |
| Acquisition of property and equipment | (536,486) | (353,892) |
| Proceeds from sale of equipment | <u>-</u> | <u>775</u> |
| Net cash used by investing activities | <u>(536,486)</u> | <u>(353,117)</u> |
| Cash flows from financing activities | | |
| Proceeds from long-term borrowings | 300,000 | - |
| Principal payments on long-term borrowings | <u>(261,109)</u> | <u>(237,948)</u> |
| Net cash provided (used) by financing activities | <u>38,891</u> | <u>(237,948)</u> |
| Net increase in cash and cash equivalents | 370,621 | 176,802 |
| Cash and cash equivalents, beginning of year | <u>3,653,350</u> | <u>3,476,548</u> |
| Cash and cash equivalents, end of year | <u>\$ 4,023,971</u> | <u>\$ 3,653,350</u> |

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

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Nature of Activities

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statement of functional revenue and expenses for programs offered) for individuals with developmental disabilities and/or mental illness and their families. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

| | <u>2019</u> | <u>2018</u> |
|-----------------|------------------|------------------|
| Funds received | \$ 58,259 | \$ 30,156 |
| Funds disbursed | <u>40,064</u> | <u>19,685</u> |
| | <u>\$ 18,195</u> | <u>\$ 10,471</u> |

The Foundation has received and disbursed the following funds since its inception in 2007:

| | |
|-----------------|-------------------|
| Funds received | \$ 429,039 |
| Funds disbursed | <u>317,373</u> |
| | <u>\$ 111,666</u> |

1. Summary of Significant Accounting Policies

Newly Adopted Accounting Principles and Reclassifications

In 2019, the Organization adopted Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near term financial requirements. The ASU also imposes several new requirements related to reporting expenses.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Principles of Consolidation

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Use of Estimates

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

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with FASB Accounting Standards Codification Topic 958, *Not-for-Profit Entities*:

Net assets without donor restrictions - Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions - 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 Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. At June 30, 2018, the Organization's maintained restricted assets consisting of vehicles and equipment contributed to the Organization from the State of New Hampshire under grant programs. With the adoption of ASU No. 2016-14, the Organization no longer has the flexibility to choose how to release long-lived assets from restrictions and is now required to release long-lived assets when placed in service. As a result, the Organization's restricted net assets of \$83,392 reported at June 30, 2018 are now included with net assets without donor restrictions.

At June 30, 2019 and 2018, the Organization did not have any net assets with donor restrictions.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Contributions

Contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent money market accounts and repurchase agreements as of June 30, 2019 and 2018.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2019 and 2018, allowances were recorded in the amount of \$436,905 and \$416,046, respectively.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the asset is placed into service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

| | |
|----------------------------|------------|
| Buildings and improvements | 5-39 years |
| Equipment and furniture | 3-7 years |
| Vehicles | 5 years |

Estimated Third-Party Liability

The Organization's estimated third-party liability consists of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, and certain pass-through funds.

Functional Allocation of Expenses

The costs of providing various programs and activities are summarized on a functional basis in the consolidated statements of activities and functional revenue and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the consolidated statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal year 2019 and 2018.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

| | <u>2019</u> | <u>2018</u> |
|--|---------------------|---------------------|
| Cash and cash equivalents | \$ 4,023,971 | \$ 3,653,350 |
| Accounts receivable, net | 1,171,501 | 888,387 |
| Grants receivable | <u>162,264</u> | <u>58,222</u> |
| Financial assets available to meet general expenditures within one year | <u>\$ 5,357,736</u> | <u>\$ 4,599,959</u> |

3. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2019 and 2018, the Organization held cash totaling \$89,473 and \$89,383, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2019 and 2018, the Organization held cash totaling \$22,963 and \$4,042, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

4. Property and Equipment

Property and equipment consisted of the following:

| | <u>2019</u> | <u>2018</u> |
|-------------------------------|---------------------|---------------------|
| Land and buildings | \$ 2,218,893 | \$ 1,908,893 |
| Building improvements | 1,818,475 | 1,687,705 |
| Vehicles | 844,502 | 848,507 |
| Equipment and furniture | <u>2,909,242</u> | <u>2,831,525</u> |
| | 7,791,112 | 7,276,630 |
| Less accumulated depreciation | <u>5,672,274</u> | <u>5,212,190</u> |
| | <u>\$ 2,118,838</u> | <u>\$ 2,064,440</u> |

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

5. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 0.5%-1% over the bank's stated index, which was 6.50% and 6.00% at June 30, 2019 and 2018, respectively. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2019 and 2018, there was no outstanding balance on the line of credit.

The Organization has an equipment line of credit agreement with a bank amounting to \$250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increased to 1.75% over the FHLB index., which was 2.85% at June 30, 2019. The line of credit has a maturity date of October 6, 2024.

6. Notes Payable

Notes payable consisted of the following:

| | <u>2019</u> | <u>2018</u> |
|--|-------------|-------------|
| Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA). | \$ 139,608 | \$ 181,885 |
| Note payable to a bank, payable in monthly installments of \$9,985, including interest at 3.37%, through September 2019 with one final payment which shall be the unpaid balance at maturity; collateralized by certain equipment. | 29,961 | 146,556 |
| Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, through April 2021 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate. | 74,560 | 114,621 |
| Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate. | 111,028 | 125,060 |

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Note payable to a bank, payable in monthly interest only installments through January 2018 at which time monthly principal and interest payments totaling \$2,413 are due through February 2023; the note bears interest at 4.50%; collateralized by all assets.

90,940 117,996

Note payable to a bank, payable in monthly installments totaling \$1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.

142,559 159,764

Note payable to a bank, payable in monthly installments totaling \$3,162, including interest at 4.85%, through April 2029; collateralized by certain real estate.

296,117 -

\$ 884,773 \$ 845,882

The scheduled maturities of long-term debt are as follows:

| | |
|------------|--------------------------|
| 2020 | \$ 198,388 |
| 2021 | 166,906 |
| 2022 | 137,687 |
| 2023 | 73,061 |
| 2024 | 66,949 |
| Thereafter | <u>241,782</u> |
| | <u>\$ 884,773</u> |

Cash paid for interest approximates interest expense.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from August 2018 through March 2033. Total rent expense charged to operations was \$376,670 in 2019 and \$275,954 in 2018.

Future minimum operating lease payments are as follows:

| | |
|------------|----------------------------|
| 2020 | \$ 472,760 |
| 2021 | 415,892 |
| 2022 | 394,162 |
| 2023 | 333,231 |
| 2024 | 289,032 |
| Thereafter | <u>2,535,837</u> |
| | <u>\$ 4,440,914</u> |

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

Litigation

The Organization is involved in litigation from time to time arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

8. Concentrations

For the years ended June 30, 2019 and 2018, approximately 83% and 85%, respectively, of public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

| | <u>2019</u> | <u>2018</u> |
|----------------------------|-------------------|-------------------|
| Developmental Services | \$ 681,243 | \$ 549,635 |
| Behavioral Health Services | <u>133,889</u> | <u>115,373</u> |
| | <u>\$ 815,132</u> | <u>\$ 665,008</u> |

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Department of Health and Human Services, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2022.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2021.

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2019 and 2018, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2019 were \$377,307 and during the year ended June 30, 2018 were \$318,151. The total expense for the year ended June 30, 2019 for the Developmental Services division was \$226,774, and for the Behavioral Health Services division was \$150,533. The total expense for the year ended June 30, 2018 for the Developmental Services division was \$189,717, and for the Behavioral Health Services division was \$128,434.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2019 and 2018

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 30, 2019, which is the date that the consolidated financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Financial Position

June 30, 2019 and 2018

| | 2019 | | | | | | 2018 | | | | | |
|---|------------------------|----------------------------|--------------------------------|-------------------------------|---------------------|---------------------|------------------------|----------------------------|--------------------------------|-------------------------------|---------------------|---------------------|
| | Developmental Services | Behavioral Health Services | Lighthouse Management Services | Community Partners Foundation | Eliminations | Consolidated Totals | Developmental Services | Behavioral Health Services | Lighthouse Management Services | Community Partners Foundation | Eliminations | Consolidated Totals |
| ASSETS | | | | | | | | | | | | |
| Cash and cash equivalents | \$ 2,420,906 | \$ 1,664,267 | \$ 1,138 | \$ 111,666 | \$ - | \$ 4,023,977 | \$ 1,781,656 | \$ 1,797,612 | \$ 709 | \$ 93,471 | \$ - | \$ 3,653,350 |
| Restricted cash | 112,436 | - | - | - | - | 112,436 | 93,425 | - | - | - | - | 93,425 |
| Accounts receivable, net of allowance for doubtful accounts | 930,882 | 716,471 | 78 | - | (486,138) | 1,171,601 | 696,792 | 249,878 | 78 | - | (61,156) | 885,387 |
| Grants receivable | 16,996 | 142,286 | - | - | - | 162,284 | 11,046 | 47,176 | - | - | - | 58,222 |
| Prepaid expenses | 222,496 | 176,906 | - | - | - | 401,402 | 212,190 | 167,369 | - | - | - | 378,559 |
| Interest in net assets of subsidiaries | 199,646 | - | - | - | (109,646) | - | 91,639 | - | - | - | (91,639) | - |
| Property and equipment, net | 1,726,811 | 372,827 | - | - | - | 2,119,638 | 1,719,822 | 344,518 | - | - | - | 2,064,340 |
| Total assets | \$ 6,576,322 | \$ 3,972,677 | \$ 1,216 | \$ 111,666 | \$ (595,774) | \$ 7,990,412 | \$ 4,589,492 | \$ 2,609,351 | \$ 784 | \$ 93,471 | \$ (152,715) | \$ 7,137,383 |
| LIABILITIES AND NET ASSETS (DEFICIT) | | | | | | | | | | | | |
| Liabilities | | | | | | | | | | | | |
| Accounts payable and accrued expenses | \$ 2,479,416 | \$ 843,949 | \$ 3,232 | \$ - | \$ (486,138) | \$ 2,640,449 | \$ 1,749,974 | \$ 443,272 | \$ 2,696 | \$ - | \$ (61,156) | \$ 2,134,786 |
| Estimated third-party liability | 764,211 | 648,490 | - | - | - | 1,282,791 | 940,767 | 186,284 | - | - | - | 1,121,951 |
| Operating lease payable | 16,996 | 36,647 | - | - | - | 48,783 | - | - | - | - | - | - |
| Loan fund | 89,473 | - | - | - | - | 89,473 | 69,343 | - | - | - | - | 69,343 |
| Notes payable | 619,212 | 74,890 | - | - | - | 694,102 | 731,280 | 114,622 | - | - | - | 845,892 |
| Total Liabilities | 4,143,410 | 1,997,646 | 3,232 | - | (486,138) | 4,764,201 | 3,511,404 | 738,166 | 2,696 | - | (61,156) | 4,191,102 |
| Net assets (deficit) without donor restrictions | 1,432,912 | 1,795,391 | (2,012) | 111,666 | (109,646) | 3,222,211 | 1,078,088 | 1,869,183 | (1,912) | 93,471 | (81,559) | 2,946,281 |
| Total liabilities and net assets (deficit) | \$ 6,576,322 | \$ 3,972,677 | \$ 1,216 | \$ 111,666 | \$ (595,774) | \$ 7,990,412 | \$ 4,589,492 | \$ 2,609,351 | \$ 784 | \$ 93,471 | \$ (152,715) | \$ 7,137,383 |

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. DB/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Activities

Years Ended June 30, 2019 and 2018

| | 2019 | | | | | | 2018 | | | | | |
|---|------------------------|----------------------------|--------------------------------|-------------------------------|--------------------|---------------------|------------------------|----------------------------|--------------------------------|-------------------------------|--------------------|---------------------|
| | Developmental Services | Behavioral Health Services | Lighthouse Management Services | Community Partners Foundation | Eliminations | Consolidated Totals | Developmental Services | Behavioral Health Services | Lighthouse Management Services | Community Partners Foundation | Eliminations | Consolidated Totals |
| Changes in net assets (deficit) without donor restrictions | | | | | | | | | | | | |
| Public support and revenue | | | | | | | | | | | | |
| Medicaid revenue | \$ 22,008,643 | \$ 7,169,128 | \$ - | \$ - | \$ - | \$ 29,177,771 | \$ 19,481,032 | \$ 6,845,808 | \$ - | \$ - | \$ - | \$ 26,326,840 |
| Medicare revenue | - | 198,444 | - | - | - | 198,444 | - | 181,238 | - | - | - | 181,238 |
| Client resources | 1,869,668 | 430,337 | - | - | - | 2,300,005 | 1,314,818 | 370,502 | - | - | - | 1,685,320 |
| Contract revenue | 822,969 | 862,968 | - | - | - | 1,685,937 | 845,736 | 871,687 | - | - | - | 1,717,423 |
| Grant income | 362,778 | 808,190 | - | - | - | 1,170,968 | 168,752 | 420,177 | - | - | - | 588,929 |
| Interest income | 4,288 | 4,184 | - | - | - | 8,472 | - | 209 | - | - | - | 209 |
| Other program income | 722,783 | - | - | - | - | 722,783 | 378,241 | - | - | - | - | 378,241 |
| Public support | 58,333 | 9,988 | - | 88,168 | - | 156,489 | 81,608 | 8,837 | - | 30,186 | - | 120,631 |
| Other revenue | <u>82,678</u> | <u>183,678</u> | <u>8,857</u> | <u>87</u> | <u>(27,281)</u> | <u>247,932</u> | <u>86,819</u> | <u>49,333</u> | <u>8,052</u> | <u>(19,533)</u> | <u>(19,533)</u> | <u>85,832</u> |
| Total public support and revenue | 25,324,294 | 8,620,995 | 8,857 | 88,255 | (27,281) | 34,095,121 | 22,095,709 | 8,418,457 | 8,052 | 20,186 | (19,533) | 30,673,848 |
| Expenses | | | | | | | | | | | | |
| Program services | | | | | | | | | | | | |
| Case management | 1,041,178 | - | - | - | - | 1,041,178 | 838,643 | - | - | - | - | 838,643 |
| Day program and community support | 4,117,219 | 917,238 | - | - | - | 5,034,457 | 3,821,228 | 828,852 | - | - | - | 4,650,080 |
| Early support services and youth and family | 1,814,339 | 3,881,724 | - | - | - | 5,696,063 | 1,234,100 | 2,487,428 | - | - | - | 3,721,528 |
| Family support | 634,899 | - | - | - | - | 634,899 | 830,398 | - | - | - | - | 830,398 |
| Residential services | 10,799,339 | - | - | - | - | 10,799,339 | 10,081,324 | - | - | - | - | 10,081,324 |
| Combined residential, day and consolidated services | 3,599,686 | - | - | - | - | 3,599,686 | 2,927,368 | - | - | - | - | 2,927,368 |
| Adult services | 123,686 | 2,842,840 | - | - | - | 2,966,526 | 184,448 | - | - | - | - | 184,448 |
| Emergency services | - | 864,437 | - | - | - | 864,437 | - | 2,288,190 | - | - | - | 2,288,190 |
| Other | <u>1,122,266</u> | <u>1,481,229</u> | <u>8,164</u> | <u>40,064</u> | <u>(9,184)</u> | <u>3,642,429</u> | <u>488,204</u> | <u>1,008,892</u> | <u>8,848</u> | <u>19,882</u> | <u>(9,848)</u> | <u>1,506,886</u> |
| Total program expenses | 23,063,196 | 8,177,429 | 8,164 | 40,064 | (9,184) | 31,280,648 | 18,848,010 | 7,185,422 | 8,848 | 19,882 | (9,848) | 27,150,117 |
| Supporting services | | | | | | | | | | | | |
| General management | <u>1,818,358</u> | <u>1,822,278</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>3,640,636</u> | <u>1,752,850</u> | <u>1,385,418</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>3,138,268</u> |
| Total expenses | 24,881,554 | 9,999,707 | 8,164 | 40,064 | (9,184) | 34,910,345 | 21,601,660 | 8,570,840 | 8,848 | 19,882 | (9,848) | 30,289,359 |
| Change in net assets (deficit) without donor restrictions | 364,731 | (86,802) | (107) | 18,198 | (18,067) | 266,958 | 347,840 | (162,381) | (886) | 16,471 | (9,685) | 235,459 |
| Net assets (deficit), beginning of year | 3,878,093 | 1,856,192 | (1,812) | 83,471 | (71,519) | 5,944,425 | 690,241 | 2,029,874 | (1,028) | 81,008 | (81,874) | 2,719,822 |
| Net assets (deficit), end of year | \$ 4,242,824 | \$ 1,769,390 | \$ (1,919) | \$ 101,669 | \$ (89,586) | \$ 6,212,388 | \$ 1,038,081 | \$ 1,867,493 | \$ (1,916) | \$ 97,489 | \$ (91,559) | \$ 2,955,281 |



**Community Partners
BOARD OF DIRECTORS 2020-2021**

PRESIDENT

Kathleen Boisclair (Joined 9/25/12)

TREASURER

Anthony Demers (Joined 01/20/15)

VICE PRESIDENT

Wayne Goss (Joined 1/28/14)

SECRETARY

Ann Landry (Joined 08/23/2005)

| | | |
|-----------------------------------|--|--|
| Ken Muske (Joined 03/05/02) | Kerri Larkin (C) (Joined 11/23/10) | Bryant Hardwick (Joined 2/22/11) |
| Kristine Baber (Joined 4/26/13) | Judge Daniel Cappiello (Joined 03/22/14) | Tracy Hayes (Joined 12/15/15) |
| Sharon Reynolds (Joined 8/23/16) | Phillip Vancelette (Joined 5/31/17) | Gary Gletow (Joined 10/23/18) |
| Paula McWilliam (Joined 12/18/18) | Mark Santoski (Joined 9/24/19) | Margaret (Maggie) Wallace (Joined 9/24/19) |

BRIAN J. COLLINS

Summary:

A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

Experience:

1995 - Present

Executive Director

**Behavioral Health & Developmental Services of Strafford County, Inc.,
D/B/A Community Partners of Strafford County, Dover, NH**

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and \$25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's \$324K negative total net assets upon arrival to \$3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impending bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy,

and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995

**Executive Director
The Plus Company, Nashua, NH**

Chief Executive Officer of a non-profit human-service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of \$4.5 million. Report to a 15 member Board of Directors.

- Eliminated debt service after Agency had lost \$500,000 over a prior five-year period. Agency's surplus exceeded \$600,000 over five year tenure.
- Increased operational budget over \$1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five-year period.
- Increased fund raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989

**Program Planning and Review Specialist
New Hampshire DMHDS, Concord, NH**

Responsible for managing \$13 million of State and Federal funds, covering one-quarter of the service system; areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services.

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with \$2 million federal grant, to fund a five-year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.

Brian Collins

Page 3

1982 - 1985 **Quality Assurance Administrator,
Training Coordinator, New Hampshire DMHDS**

Quality: Responsible for quality assurance function statewide for Community Service Delivery System. Led seven-person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance.

Training: Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

Education:

Masters in Public Administration, University of New Hampshire
BA, Communications, Boston College Evening School

Advisory Boards:

Advisory Board, University of New Hampshire Institute on Disability (UAP)
University of Hartford Rehabilitation Training Program
Virginia Commonwealth University Rehabilitation Research and Training Center.
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council.
Overseeing services to children with disabilities from birth to age three.
HHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities

Memberships:

The Association for Persons with Severe Handicaps (TASH)
American Association on Mental Retardation (AAMR)
National Rehabilitation Association (NRA)
New Hampshire Rehabilitation Association (NHRA)
American Network of Community Options and Resources

Christopher D. Kozak

SENIOR MANAGEMENT

Profile

High-performance executive providing leadership, innovation and direction to support infrastructure change and development to maximize profitability. Proven ability to develop and implement strategic approaches and methodologies to create a highly effective organization that operates at or below budgetary requirements. Excel in understanding the insurance industry and the challenges faced by insurers and providers. Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- P & L Responsibility
- Strategic Planning
- Staff Development and Team Building
- MCO Contracting
- Rate Negotiation
- Process and Quality Improvement
- Corporate Presentations & Marketing

Professional Experience

Community Partners

Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Operating Officer (4/12 – present)

Director of Quality Improvement (10/10 – 4/12)

Senior member of the management team with responsibility for oversight of the Behavioral Health Services Division.

Accomplishments

- Successfully navigated the organization through the State's re-designation process. Preliminary feedback indicated that the State will award the organization with another full 5-year designation as a community mental health program.
- Developed and implemented several new reports, forms and other management tools that created efficiencies in daily paper work as well as providing managers with a dashboard-like view of data about their specific staff/program simply by opening a Microsoft Excel file.
- Engaged in a major change management process that has challenged veteran staff to rethink and analyze nearly every facet of their program operation.

Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 – Present

Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.

Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

Casenet Inc.

Bedford, MA August 2006 – July 2008

A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.

Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>\$9 million).
- Member of the Senior Management Team that successfully secured \$7.5 million of B-round

financing.

Landmark Solutions, LLC (A.K.A. BHN)

Concord, NH September 1998 – September 2006

A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.

Vice President of Managed Care Services (7/03 – 8/06)

Director of Behavioral Health Services (8/98 – 7/03)

Complete responsibility for the managed care product including \$3.5 million operating budget, \$18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

Accomplishments

- Re-contracted provider network to simplify contracts and maximize flexibility in bringing on new business lines.
- Initiated and implemented on-line patient registration process and automated attendant resulting in net operational savings of 3.5%.
- Implemented a new Outpatient Treatment Report to reign in escalating outpatient claims costs resulting in clinical savings of 4.5%.
- Met aggressive budget requirements by implementing tighter monitors on inpatient utilization resulting in a net savings of 10.6%.
- Brought credentialing process in-house resulting in a 66% reduction in operating costs.
- Initiated and successfully implemented a complete overhaul of the utilization management program resulting in improved NCQA delegation scoring from the low 60's to 100 percent.
- Collaborated with the director of information and technology to develop and implement a provider Web portal allowing providers to submit updated clinical information directly to BHN/Landmark Solutions'.

CNR Health, Inc.

Milwaukee, WI August 1991 – September 1998

A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.

Director of Case Management

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

Accomplishments

- Numerous positions of increasing responsibility during seven-year tenure: Behavioral Health Case Manager, Clinical Operations Manager, Director of Behavioral Health, Director of Case Management.
- Directly responsible for a \$2.5 million dollar operating budget.

Education

North Dakota State University, Fargo, ND

Bachelor of Science in Psychology, 5/87

Minor: Statistics

Marquette University, Milwaukee, WI

Master of Science in Clinical Psychology, 8/89

Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

Suzanne Bagdasarian



Business Experience

2001 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2019 – Present

Responsible for directing the overall financial and administrative management of this \$35 million agency, including Facilities, and IT.

Controller 2001 – 2018

- Responsible for the fiscal start of a new agency division including policy, procedures, compliance, training, accounting & billing systems, payroll, and reporting.
- Responsible for the conversion of financial software package including AR/AP/GL
- Accomplished "clean" annual external audits.
- Accountable for monthly financial statements in accordance to GAAP.
- Manage a team of 14 billing and accounting personnel with oversight for cash management, accounts payable, billing & collections, payroll and accounts receivable functions.
- Developed the agency budget including reporting functionality for monitoring performance.
- Project Manager for conversion of electronic health record.

1994-2001 Harvard Pilgrim Health Care, Wellesley, MA

Accounting Director - 2000-2001

- Responsible for all internal and external financial functions including general accounting, financial analysis, system operations, and reporting for Hospitals and Physicians.
- Reorganized and redesigned department staff functions, improved quality of provider financial reporting and reduced monthly financial close and reporting time by 30%.
- Responsible for the quality and integrity of medical expense data representing 85% of the company's expenses.

Budget Manager – 1999- 2000

- Developed and prepared \$1.7 billion medical care and \$65 million Network Management administrative budget in collaboration with department Directors and Vice Presidents.
- Prepared scenario analysis, year-end, and multi-year financial projections and established cost allocations for administrative budget.

Supervisor NNE- Financial & Utilization Analysis Department – 1997-1999

- Established and supervised a new department responsible for financial and utilization analysis for Hospitals and Physicians located in Maine and New Hampshire.
- Created financial models and scenario analysis supporting contract negotiations with Hospitals and Physicians.

Financial & Utilization Analyst- 1994 – 1997

- Monitored medical expenses and utilization patterns identifying cost saving opportunities.
- Produced, analyzed, and presented financial and utilization data to Senior Management and external Hospitals and Physicians.

1993 – 1994 Federal Deposit Insurance Corporation, Franklin MA

Staff Accountant

- Responsible for daily and monthly account receivable posting and reconciliation.
- Performed internal audits of field offices and external bank audits.

Education

M.B.A., Economics, 1999, Bentley College, Waltham MA

B.S., Accounting & Business Management, 1991, Rivier College, Nashua, NH

Paul E. Bade

OBJECTIVE: Seeking position as individual therapist utilizing solution oriented brief modalities.

EMPLOYMENT / INTERNSHIPS:

EMERGENCY SERVICE CLINICIAN

COMMUNITY PARTNERS

STRAFFORD GUIDANCE CENTER

STRAFFORD COUNTY, NH

October 2001 to Present

September 2000 to September 2001

Provided immediate crisis and diagnostic assessment, rapid stabilization and triage for individuals and families in psychiatric crisis within Strafford County, NH. On-call, mobile response 24 hours per day for face-to-face and phone contact with full spectrum of mental illnesses, personality disorders, and substance abuse issues. Treatment coordination and provision of voluntary and involuntary hospitalization facilitated. Continuous public relations, psycho-education, and communications with associated providers, collaterals, and insurance providers.

INTERN PSYCHOTHERAPIST

WILLOWDALE CENTER FOR PSYCHOLOGICAL SERVICES

HAMILTON, MA

September 1999 to May 2000

Counseling internship in private practice. Client base was high functioning adult individuals suffering from acute and chronic psychological duress. Created individual treatment plan upon assessment including Axis I and II DSM-IV diagnosis, Mental Status, evaluating necessity for psycho-pharmacological assessment, treatment goals, discernment of most appropriate treatment modality, means of assessment of progress towards goals, and prognosis/ anticipated duration of treatment. Implementation of treatment plan and therapy. Documentation of progress towards goals.

GROUP LEADER & INTERN INDIVIDUAL COUNSELOR

DIVORCE RECOVERY GROUP

GRACE CHAPEL

LEXINGTON, MA

September 1999 to May 2000

Co-led growth oriented psycho-educational support group for individuals struggling with trauma of recent divorce. Topics covered included validation of confusion/pain, alienation, anger, loss, grieving, depression, loneliness, new relationships, childcare, stabilization healing and recovery. Themes of trust, acceptance, personal worth, and transference were continuously discussed. Provided additional support for men of the group through individual counseling.

COUNSELOR INTERNSHIP

TEWKSBURY STATE HOSPITAL / HATHORNE MENTAL HEALTH UNITS

TEWKSBURY, MA

September 1998 to May 1999

Psychology internship in locked 180-bed inpatient setting for seriously mentally ill. Member of multidisciplinary treatment team and provided consultation to team regarding individual patients. Clinical responsibilities included new patient psychiatric screening and evaluation (Mini Mental Status Exam; Brief Psychiatric Rating Scale, COGNISTAT Cognitive testing), assessments, documentation, and individual and group therapy. Predominant patient population included individuals with medical and substance abuse complexities; individuals posing difficult differential diagnostic questions; and individuals with chronic treatment-resistant mental illnesses who require acute periodic and intermediate care.

Paul E. Bade

EMPLOYMENT (continued)

DIRECT CARE TEAM LEADER

June 1995 to August 1997

TIMSHEL, HEALTH & EDUCATION SERVICES
TOPSFIELD, MA

Front line middle manager at 8 bed transitional residence for high intensity, dual diagnosed individuals. Trained and led team of direct care advisors in development and implementation of Mass Rehab Option process. Medical/ psychiatric crisis intervention. Delegated and assisted team with coordinating/ networking with associated care providers to determine resident advancement path. Generated daily, monthly and quarterly reports on residents' progress and reactions to behavior modification strategies.

OPERATIONS COORDINATOR / FOREMAN

September 1991 to October 1992

ANTARCTIC SUPPORT ASSOCIATES
DENVER, CO / McMURDO, ANTARCTICA

Hired/ trained staff of 15 General Field Assistants to work in Antarctica. Supervised and evaluated their performance at collection, compaction and containerization of entire solid waste stream at McMurdo Station, Antarctica. Accountable for logistics of waste product transport to U.S.

OPERATIONS MANAGER (at three different concept restaurants)

April 1983 to December 1988

BENNIGAN'S / RUBY TUESDAY'S / SILVER SPOON CAFÉ
FLORIDA / GEORGIA

Accountable for all phases of operations of medium to high volume restaurants. Total managerial and administrative exposure. Responsible for hiring, firing, scheduling, evaluating, and training. Daily accounting and budget control. Quality control. Sales forecasting and marketing. Extensive customer service and on-going public relations.

FIELD TENANT ENGINEER

May 1981 to September 1982

TURNER CONSTRUCTION COMPANY
HOUSTON, TX

Member of field tenant engineering team whose duties included assessing building needs for a 75 story office tower, purchasing, / ordering, estimating costs and delivery times, scheduling work, presenting building proposals. Acted as liaison between tenants, developer, owner and tradesmen.

EDUCATION / CERTIFICATION

Licensed Clinical Mental Health Counselor, NH – LCMHC # 698

Current

M.A. Counseling

July 2000

Gordon-Conwell Theological Seminary

Hamilton, MA

B.S. Civil Engineering

May 1981

Rensselaer Polytechnic Institute

Troy, NY

Pillsbury Corporation

May 1985

Steak & Ale Restaurant Corp. Management Training Program

Dallas, TX

Morrison's Specialty Restaurant Division

January 1987

Management Training Program

Mobile, AL

- REFERENCES FURNISHED UPON REQUEST -

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Vendor Name:

Name of Program/Service:

Rapid Response Grant

| BUDGET PERIOD: | | 4/20/20 - 8/19/21 | |
|--|---|---------------------------------------|--------------------------------------|
| Name & Title, Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Collins, Brian, Executive Director | \$225,780 | 0.00% | \$0.00 |
| Kozak, Christopher, C. O. O. | \$91,850 | 0.00% | \$0.00 |
| Bagdasarian, Suzanne, C.F.O. | \$115,000 | 0.00% | \$0.00 |
| Paul Bade, Emergency Clinician | \$52,840 | 100.00% | \$52,840.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$52,840.00 |

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

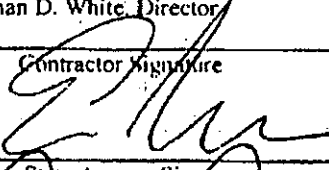

Subject: Rapid Response (SS-2020-DBH-07-RAPID-01)

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 New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Northern Human Services | | 1.4 Contractor Address 87 Washington St. Conway, NH 03818 | |
| 1.5 Contractor Phone Number (603) 447-3347 | 1.6 Account Number 05-095-092-922010- 19090000-102-500731 | 1.7 Completion Date August 19, 2021 | 1.8 Price Limitation \$173,195 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature  Date: 6.4.20 | | 1.12 Name and Title of Contractor Signatory Eric Johnson | |
| 1.13 State Agency Signature  Date: 6-5-2020 | | 1.14 Name and Title of State Agency Signatory Christie Torres, Associate Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/17/20 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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, eliminates 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 hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 early 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 attached 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

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 assignee 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.



EXHIBIT A

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 issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 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 two (2) years 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.



EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region One (1).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.



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- 1.5.3.2. Train additional staff as described in Subsection 2.2.
- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
 - 1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
 - 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;
 - 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;



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- 1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.
- 1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:
 - 1.12.1. Assertive community treatment;
 - 1.12.2. Supported employment;
 - 1.12.3. Illness management and recovery;
 - 1.12.4. Therapeutic behavioral services;
 - 1.12.5. Family support; and
 - 1.12.6. Medication management.
- 1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:
 - 1.13.1. Modular Approach to Therapy for Children (MATCH);
 - 1.13.2. Trauma-focused cognitive behavioral therapy; and
 - 1.13.3. Supported employment for individuals for whom it is developmentally appropriate.
- 1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:
 - 1.14.1. Evaluations;
 - 1.14.2. Withdrawal management;
 - 1.14.3. Outpatient counseling;
 - 1.14.4. Residential services; and
 - 1.14.5. Recovery supports.
- 1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:
 - 1.15.1. Medication Assisted Treatment (MAT);
 - 1.15.2. Cognitive Behavioral Therapy (CBT);
 - 1.15.3. Motivational Enhancement Therapy (MET);
 - 1.15.4. Seeking Safety;

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EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services;
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources; and
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region One (1), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

- 2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.
- 2.2. The Contractor shall ensure that Contractor staff receive training on:
 - 2.2.1. New Hampshire Rapid Response goals and objectives;
 - 2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;
 - 2.2.3. Guideline-based crisis intervention;

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- 2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and
- 2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.
- 2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:
 - 2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.
 - 2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).
 - 2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.
 - 2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.
 - 2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.
 - 2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.
 - 2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.
 - 2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.
 - 2.3.5. If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.
 - 2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

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- 2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

- 3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.
- 3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.
- 3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.
- 3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.
- 3.4.1. The Contractor shall provide a \$20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.
- 3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.
- 3.5. The Contractor shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.
- 3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.
- 3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.
- 3.7. The Contractor may utilize funding in this Agreement designated for data



EXHIBIT B

infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

- 4.1. 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.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Culturally and Linguistically Appropriate Services (CLAS)
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 5.3. Credits and Copyright Ownership
 - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

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- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. Operation of Facilities: Compliance with Laws and Regulations
 - 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and



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records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. 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 Indirect Cost Rate of 10.00% 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.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

| BUDGET | |
|---|------------------|
| Line Item | Amount |
| Staffing | \$113,500 |
| Fringe and Benefits | \$ 34,050 |
| Personal Protective Equipment, Supplies, Technology, and Training | \$ 5,400 |
| Data Collection | \$ 4,500 |
| Indirect Costs on Clinical Services | \$ 15,295 |
| Indirect Costs on Data Collection | \$ 450 |
| Total | \$173,195 |

- 3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
 - 3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
 - 3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served



EXHIBIT C

indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:
Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301
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.



EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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 Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. 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.
 - 12.1.2. 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.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. 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 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.



EXHIBIT C

- 12.3. 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.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
 - 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
 - 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
 - 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. 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.



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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



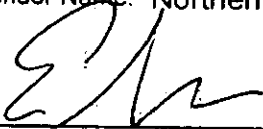
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Vendor Name: Northern Human Services

June 4, 2020
Date



Name: Eric Johnson
Title: CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

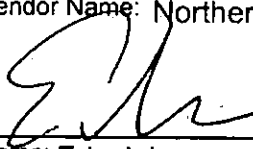
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection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

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

Vendor Name: Northern Human Services

June 4, 2020

Date



Name: Eric Johnson
Title: CEO

EJ



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

Name: Eric Johnson
Title: CEO

June 4, 2020
Date

ES



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

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

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

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

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

Exhibit G

Vendor Initials ES

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

New Hampshire Department of Health and Human Services
Exhibit G



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

The 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: Northern Human Services

June 4, 2020
Date


Name: Eric Johnson
Title: CEO

Exhibit G

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

Vendor Initials





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: Northern Human Services

June 4, 2020
Date



Name: Eric Johnson
Title: CEO



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) Definitions.

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

3/2014

Contractor Initials

ES

Date 6.4.20



Exhibit I

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

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

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

ET



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

EJ

Date 6.4.20

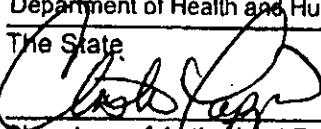


Exhibit I


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

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

Department of Health and Human Services
The State


Signature of Authorized Representative


Name of Authorized Representative


Title of Authorized Representative

Date

6-5-2020

Northern Human Services

Name of the Contractor


Signature of Authorized Representative

Eric Johnson
Name of Authorized Representative

CEO
Title of Authorized Representative

June 4, 2020
Date

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

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

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

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

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

The 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: Northern Human Services

June 4, 2020
Date


Name: Eric Johnson
Title: CEO

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

1. The DUNS number for your entity is: 073973059
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 X NO YES

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

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

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

_____ NO _____ YES

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

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

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

[Handwritten signature]

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

A handwritten signature in black ink, appearing to be "JS", is written over a horizontal line.

New Hampshire Department of Health and Human Services

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

[Handwritten Signature]

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

EU

State of New Hampshire

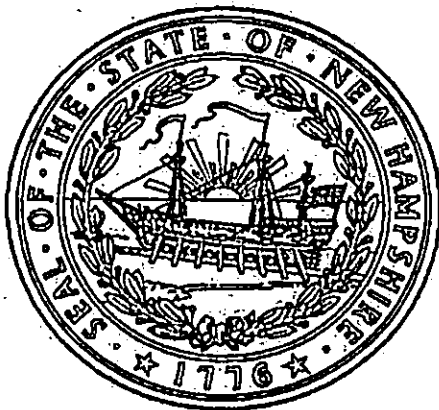
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHERN HUMAN SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1971. 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: 62362

Certificate Number : 0004890870



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Madelene Costello, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Northern Human Services.

(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 14, 2020, at which a quorum of the Directors/shareholders were present and voting.

(Date)

VOTED: That Eric Johnson, CEO (may list more than one person)

(Name and Title of Contract Signatory)

is duly authorized on behalf of Northern Human Services to enter into contracts or agreements with the State

(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate 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: 5/15/20

Madelene P. Costello

Signature of Elected Officer

Name: Madelene Costello

Title: President

Client#: 1010836

NORTHUM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/2019

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

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

| | | | |
|---|--|---|--|
| PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123 | | CONTACT NAME: Christine.skehan PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: Christine.skehan@usi.com | |
| INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044 | | INSURER(S) AFFORDING COVERAGE INSURER A: NH Employers Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 13083 | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADOL SUBR INSR WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|--------------------|--------------------|-------------------------|-------------------------|--|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | ECC60040004322019A | 09/30/2019 | 09/30/2020 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 | |

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

CERTIFICATE HOLDER

CANCELLATION

NH DHHS
 129 Pleasant Street
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

See Note

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Client#: 1010836

NORTHHUM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/01/2020

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.

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

| | | | |
|---|--|---|--|
| PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123 | | CONTACT NAME: Christine Skehan PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: Christine.Skehanusi.com | |
| INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044 | | INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 32204 | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------------------|--------------------------|--------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | PHPK2115695 | 03/31/2020 | 03/31/2021 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/PROP AGG \$3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK2115690 | 03/31/2020 | 03/31/2021 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | PHUB716917 | 03/31/2020 | 03/31/2021 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Entity Prof Phys Prof Occurrence form | | | PHPK2115695 PHPK2115695 | 03/31/2020 03/31/2020 | 03/31/2021 03/31/2021 | 1,000,000/3,000,000 1,000,000/3,000,000 |

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

Evidence.

Physicians do not share in entity Prof Liab limits.

Physicians have their own separate Limits of insurance.

Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

NH DHHS
 129 Pleasant Street
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE



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Statement of Mission

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

Statement of Vision

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

Financial Statements

NORTHERN HUMAN SERVICES, INC.

**FOR THE YEARS ENDED JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORT**

**Leone,
McDonnell
& Roberts**
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

NORTHERN HUMAN SERVICES, INC.

JUNE 30, 2019 AND 2018

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

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2019.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northern Human Services, Inc. as of June 30, 2019 and 2018, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2019 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Northern Human Services, Inc.'s June 30, 2018 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 16, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues and expenses on pages 26 - 34 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leon, McDonnell & Roberts
Professional Association*

October 22, 2019
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018**

ASSETS

| | <u>2019</u> | <u>2018</u> |
|---|----------------------|----------------------|
| CURRENT ASSETS | | |
| Cash and cash equivalents, undesignated | \$ 11,282,632 | \$ 10,319,006 |
| Cash and cash equivalents, board designated | 318,202 | 318,202 |
| Accounts receivable, less allowance of \$328,000 and \$291,000 for 2019 and 2018, respectively | 1,965,991 | 1,431,724 |
| Grants receivable | 227,519 | 103,744 |
| Assets, limited use | 501,911 | 619,951 |
| Prepaid expenses and deposits | <u>295,077</u> | <u>294,263</u> |
| Total current assets | <u>14,591,332</u> | <u>13,086,890</u> |
| PROPERTY AND EQUIPMENT, NET | <u>364,455</u> | <u>527,343</u> |
| OTHER ASSETS | | |
| Investments | 1,966,886 | 1,880,097 |
| Cash value of life insurance | <u>432,585</u> | <u>413,777</u> |
| Total other assets | <u>2,399,471</u> | <u>2,293,874</u> |
| Total assets | <u>\$ 17,355,258</u> | <u>\$ 15,908,107</u> |

LIABILITIES AND NET ASSETS

| | | |
|---|----------------------|----------------------|
| CURRENT LIABILITIES | | |
| Accounts payable and accrued expenses | \$ 490,183 | \$ 370,452 |
| Accrued payroll and related liabilities | 1,506,716 | 1,711,570 |
| Compensated absences payable | 743,136 | 704,026 |
| Other grants payable | 112,182 | 69,801 |
| Refundable advances | 197,017 | 337,926 |
| Deferred revenue | 431,341 | 115,685 |
| Refundable advances, maintenance of effort | 391,458 | 971,522 |
| Client funds held in trust | 169,364 | 294,867 |
| Due to related party | <u>48,423</u> | <u>44,689</u> |
| Total liabilities | <u>4,089,820</u> | <u>4,620,538</u> |
| NET ASSETS | | |
| Net assets without donor restrictions | | |
| Undesignated | 12,691,772 | 10,713,605 |
| Board designated | <u>318,202</u> | <u>318,202</u> |
| Total net assets without donor restrictions | <u>13,009,974</u> | <u>11,031,807</u> |
| Net assets with donor restrictions | <u>255,464</u> | <u>255,762</u> |
| Total net assets | <u>13,265,438</u> | <u>11,287,569</u> |
| Total liabilities and net assets | <u>\$ 17,355,258</u> | <u>\$ 15,908,107</u> |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>2019 Total</u> | <u>2018 Summarized</u> |
|--|---------------------------------------|------------------------------------|-----------------------|----------------------------|
| PUBLIC SUPPORT | | | | |
| State and federal grants | \$ 1,131,728 | \$ - | \$ 1,131,728 | \$ 927,662 |
| Other public support | 603,307 | - | 603,307 | 553,387 |
| Local and county support | 442,733 | - | 442,733 | 306,732 |
| Donations | <u>26,990</u> | <u>-</u> | <u>26,990</u> | <u>24,296</u> |
| Total public support | <u>2,204,758</u> | <u>-</u> | <u>2,204,758</u> | <u>1,812,077</u> |
| REVENUES | | | | |
| Program service fees | 38,997,170 | - | 38,997,170 | 37,962,172 |
| Production income | 456,617 | - | 456,617 | 437,758 |
| Other revenues | <u>382,737</u> | <u>-</u> | <u>382,737</u> | <u>261,640</u> |
| Total revenues | <u>39,836,524</u> | <u>-</u> | <u>39,836,524</u> | <u>38,661,570</u> |
| Total public support and revenues | <u>42,041,282</u> | <u>-</u> | <u>42,041,282</u> | <u>40,473,647</u> |
| EXPENSES | | | | |
| <u>Program Services</u> | | | | |
| Mental health | 11,010,994 | - | 11,010,994 | 10,914,180 |
| Developmental services | <u>24,129,392</u> | <u>-</u> | <u>24,129,392</u> | <u>23,962,509</u> |
| Total program services | 35,140,386 | - | 35,140,386 | 34,876,689 |
| General management | <u>5,128,004</u> | <u>-</u> | <u>5,128,004</u> | <u>4,774,159</u> |
| Total expenses | <u>40,268,390</u> | <u>-</u> | <u>40,268,390</u> | <u>39,650,848</u> |
| EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES | <u>1,772,892</u> | <u>-</u> | <u>1,772,892</u> | <u>822,799</u> |
| NON-OPERATING INCOME (LOSS) | | | | |
| Investment return | 93,900 | - | 93,900 | 139,759 |
| Change in cash value of life insurance | 18,808 | - | 18,808 | 18,447 |
| Interest income | 90,782 | 1,487 | 92,269 | 10,590 |
| Net assets released from restrictions | <u>1,785</u> | <u>(1,785)</u> | <u>-</u> | <u>-</u> |
| Total non-operating income (loss) | <u>205,275</u> | <u>(298)</u> | <u>204,977</u> | <u>168,796</u> |
| Change in net assets | 1,978,167 | (298) | 1,977,869 | 991,595 |
| NET ASSETS, BEGINNING OF YEAR | <u>11,031,807</u> | <u>255,762</u> | <u>11,287,569</u> | <u>10,295,974</u> |
| NET ASSETS, END OF YEAR | <u>\$ 13,009,974</u> | <u>\$ 255,464</u> | <u>\$ 13,265,438</u> | <u>\$ 11,287,569</u> |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

| | <u>2019</u> | <u>2018</u> |
|---|-----------------------------|-----------------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Change in net assets | \$ 1,977,869 | \$ 991,595 |
| Adjustments to reconcile change in net assets to net cash from operating activities: | | |
| Depreciation | 203,721 | 194,292 |
| Unrealized (gain) loss on investments | 30,002 | (82,953) |
| Realized gain on investments | (81,524) | (23,391) |
| Change in cash value of life insurance | (6,129) | (5,977) |
| (Increase) decrease in assets: | | |
| Accounts receivable | (534,267) | 64,419 |
| Grants receivable | (123,775) | (45,884) |
| Assets, limited use | 118,040 | (18,198) |
| Due from related party | - | 202,643 |
| Prepaid expenses and deposits | (814) | (45,341) |
| Increase (decrease) in liabilities: | | |
| Accounts payable and accrued expenses | 119,731 | 40,601 |
| Wages payable | (204,854) | 163,371 |
| Compensated absences payable | 39,110 | 2,701 |
| Other grants payable | 42,381 | 56,667 |
| Refundable advances | (140,909) | 38,615 |
| Deferred revenue | 315,656 | 67,885 |
| Refundable advances, maintenance of effort | (580,064) | 939,469 |
| Client funds held in trust | (125,503) | 18,530 |
| Due to related party | 3,734 | 44,689 |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | <u>1,052,405</u> | <u>2,603,733</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Purchases of property | (40,833) | (221,468) |
| Purchases of investments | (449,908) | (219,532) |
| Proceeds from sales of investments | 457,019 | 232,472 |
| Reinvested dividends | (42,378) | (33,415) |
| Change in cash value of life insurance | (12,679) | (12,470) |
| NET CASH USED IN INVESTING ACTIVITIES | <u>(88,779)</u> | <u>(254,413)</u> |
| NET INCREASE IN CASH AND CASH EQUIVALENTS | 963,626 | 2,349,320 |
| CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR | <u>10,637,208</u> | <u>8,287,888</u> |
| CASH AND CASH EQUIVALENTS, END OF YEAR | <u>\$ 11,600,834</u> | <u>\$ 10,637,208</u> |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

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

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Mental</u> | <u>Developmental</u> | | <u>General</u> | <u>2019</u> | <u>2018</u> |
|-----------------------------------|----------------------|-----------------------------|-------------------------|--------------------------|----------------------|--------------------------|
| | <u>Health</u> | <u>Services</u> | <u>Subtotals</u> | <u>Management</u> | <u>Total</u> | <u>Summarized</u> |
| EXPENSES | | | | | | |
| Salaries and wages | \$ 6,877,783 | \$ 8,271,846 | \$ 15,149,629 | \$ 3,354,596 | \$ 18,504,225 | \$ 17,799,659 |
| Employee benefits | 1,347,375 | 1,938,195 | 3,285,570 | 745,586 | 4,031,156 | 3,875,004 |
| Payroll taxes | 485,191 | 586,023 | 1,071,214 | 226,363 | 1,297,577 | 1,261,414 |
| Client wages | 126,389 | 139,906 | 266,295 | - | 266,295 | 283,437 |
| Professional fees | 232,781 | 10,927,612 | 11,160,393 | 267,669 | 11,428,062 | 11,708,365 |
| Staff development and training | 25,417 | 20,925 | 46,342 | 23,460 | 69,802 | 58,612 |
| Occupancy costs | 534,882 | 570,870 | 1,105,752 | 200,598 | 1,306,350 | 1,272,697 |
| Consumable supplies | 210,246 | 236,626 | 446,872 | 64,549 | 511,421 | 493,036 |
| Equipment expenses | 108,075 | 159,725 | 267,800 | 35,132 | 302,932 | 290,688 |
| Communications | 124,747 | 120,583 | 245,330 | 42,123 | 287,453 | 320,836 |
| Travel and transportation | 248,647 | 809,689 | 1,058,336 | 42,405 | 1,100,741 | 1,114,976 |
| Assistance to individuals | 3,676 | 108,288 | 111,964 | 1,174 | 113,138 | 110,821 |
| Insurance | 53,176 | 72,670 | 125,846 | 24,641 | 150,487 | 147,775 |
| Membership dues | 27,022 | 18,036 | 45,058 | 82,136 | 127,194 | 106,475 |
| Bad debt expense | 604,579 | 145,916 | 750,495 | - | 750,495 | 777,333 |
| Other expenses | <u>1,008</u> | <u>2,482</u> | <u>3,490</u> | <u>17,572</u> | <u>21,062</u> | <u>29,720</u> |
| Total expenses | <u>\$ 11,010,994</u> | <u>\$ 24,129,392</u> | <u>\$ 35,140,386</u> | <u>\$ 5,128,004</u> | <u>\$ 40,268,390</u> | <u>\$ 39,650,848</u> |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Non-Specialized Outpatient</u> | <u>State Eligible Adult Outpatient</u> | <u>Outpatient Contracts</u> | <u>Children and Adolescents</u> |
|--------------------------------|--|---|--|--|
| EXPENSES | | | | |
| Salaries and wages | \$ 345,971 | \$ 859,932 | \$ 303,860 | \$ 710,018 |
| Employee benefits | 42,395 | 93,060 | 63,915 | 122,397 |
| Payroll taxes | 24,250 | 57,358 | 21,057 | 49,685 |
| Client wages | - | - | - | - |
| Professional fees | 16,503 | 20,167 | 6,356 | 31,106 |
| Staff development and training | 1,161 | 6,226 | 925 | 4,197 |
| Occupancy costs | 45,353 | 64,859 | 20,793 | 53,759 |
| Consumable supplies | 16,795 | 10,620 | 2,941 | 11,550 |
| Equipment expenses | 7,401 | 9,264 | 2,536 | 7,579 |
| Communications | 18,557 | 14,291 | 2,265 | 10,570 |
| Travel and transportation | 290 | 838 | 5,192 | 25,980 |
| Assistance to individuals | - | 75 | - | 904 |
| Insurance | 3,523 | 7,557 | 2,351 | 6,433 |
| Membership dues | 2,199 | 5,354 | 1,905 | 3,466 |
| Bad debt expense | 75,727 | 77,150 | 32 | 19,663 |
| Other expenses | 67 | 47 | 73 | 45 |
| Total expenses | <u>\$ 600,192</u> | <u>\$ 1,226,798</u> | <u>\$ 434,201</u> | <u>\$ 1,057,352</u> |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | <u>Emergency Services</u> | <u>Other Non-BBH</u> | <u>Integrated Health Grant</u> | <u>Bureau of Drug & Alcohol Services</u> |
|--------------------------------|-------------------------------|--------------------------|------------------------------------|--|
| EXPENSES | | | | |
| Salaries and wages | \$ 472,575 | \$ 238,497 | \$ 65,498 | \$ 66,972 |
| Employee benefits | 63,054 | 64,127 | 11,418 | 19,949 |
| Payroll taxes | 32,829 | 16,677 | 4,684 | 4,836 |
| Client wages | - | - | - | - |
| Professional fees | 11,749 | 7,799 | 8,102 | 1,241 |
| Staff development and training | 538 | 3,121 | - | 1,386 |
| Occupancy costs | 35,218 | 16,969 | - | 4,923 |
| Consumable supplies | 5,601 | 3,479 | 10,215 | 663 |
| Equipment expenses | 6,916 | 2,816 | 154 | 637 |
| Communications | 25,442 | 2,310 | 1,026 | 478 |
| Travel and transportation | 660 | 10,105 | 918 | 668 |
| Assistance to individuals | - | 2 | - | - |
| Insurance | 4,256 | 1,875 | - | 555 |
| Membership dues | 1,701 | 1,322 | 5 | 862 |
| Bad debt expense | 53,857 | 183 | - | 7,411 |
| Other expenses | 26 | 401 | - | 3 |
| Total expenses | <u>\$ 714,422</u> | <u>\$ 369,683</u> | <u>\$ 102,020</u> | <u>\$ 110,584</u> |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTHFOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | <u>Drug Court</u> | <u>Vocational Services</u> | <u>Restorative Partial Hospital</u> | <u>Case Management</u> |
|--------------------------------|-----------------------|--------------------------------|---|----------------------------|
| EXPENSES | | | | |
| Salaries and wages | \$ 220,696 | \$ 149,992 | \$ 56,038 | \$ 764,670 |
| Employee benefits | 59,284 | 43,017 | 12,122 | 146,735 |
| Payroll taxes | 14,821 | 14,444 | 4,028 | 54,548 |
| Client wages | - | 54,064 | - | - |
| Professional fees | 8,182 | 2,906 | 959 | 18,302 |
| Staff development and training | 42 | 855 | 164 | 1,735 |
| Occupancy costs | - | 13,058 | 4,477 | 50,724 |
| Consumable supplies | 3,192 | 3,898 | 27,757 | 12,467 |
| Equipment expenses | 3,969 | 7,774 | 720 | 8,574 |
| Communications | 2,583 | 1,152 | 234 | 12,304 |
| Travel and transportation | 8,792 | 17,094 | - | 49,227 |
| Assistance to individuals | - | - | - | - |
| Insurance | - | 1,369 | 488 | 6,812 |
| Membership dues | - | 447 | 150 | 2,238 |
| Bad debt expense | 179 | 2,505 | 8,505 | 168,045 |
| Other expenses | - | 10 | 148 | 51 |
| | <u>\$ 321,740</u> | <u>\$ 312,585</u> | <u>\$ 115,790</u> | <u>\$ 1,296,432</u> |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Supportive Living</u> | <u>Community Residences</u> | <u>Disaster Behavioral Health (DBHRT)</u> | <u>Victims of Crime Act Program</u> |
|--------------------------------|-------------------------------------|--|--|--|
| EXPENSES | | | | |
| Salaries and wages | \$ 726,054 | \$ 816,886 | \$ - | \$ 362,184 |
| Employee benefits | 186,922 | 209,151 | - | 63,399 |
| Payroll taxes | 51,316 | 57,079 | - | 24,804 |
| Client wages | - | - | - | - |
| Professional fees | 14,835 | 5,268 | - | 8,873 |
| Staff development and training | 751 | 35 | - | 1,724 |
| Occupancy costs | 46,687 | 44,241 | - | 27,375 |
| Consumable supplies | 18,427 | 25,974 | - | 3,771 |
| Equipment expenses | 8,721 | 14,379 | - | 3,861 |
| Communications | 7,047 | 8,591 | - | 3,252 |
| Travel and transportation | 59,066 | 10,383 | - | 13,358 |
| Assistance to individuals | 1,610 | 988 | - | - |
| Insurance | 6,907 | 2,147 | - | 3,306 |
| Membership dues | 2,605 | 658 | - | 1,361 |
| Bad debt expense | 46,838 | 14,124 | - | 5,396 |
| Other expenses | 50 | 41 | - | 22 |
| | <u>50</u> | <u>41</u> | <u>-</u> | <u>22</u> |
| Total expenses | <u>\$ 1,177,836</u> | <u>\$ 1,209,945</u> | <u>\$ -</u> | <u>\$ 522,686</u> |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>ACT</u> | <u>IDN</u> | <u>Other</u> | <u>Total</u> | <u>2018</u> |
|--------------------------------|----------------------------|-------------------------|-----------------------------|-----------------------------|-----------------------------|
| | <u>Team</u> | <u>Grant</u> | <u>Mental Health</u> | <u>Mental Health</u> | <u>Summarized</u> |
| | | | <u>Programs</u> | <u>Programs</u> | |
| EXPENSES | | | | | |
| Salaries and wages | \$ 655,740 | \$ 22,499 | \$ 39,701 | \$ 6,877,783 | \$ 6,663,485 |
| Employee benefits | 131,849 | 7,030 | 7,551 | 1,347,375 | 1,354,024 |
| Payroll taxes | 43,668 | 1,475 | 7,632 | 485,191 | 466,978 |
| Client wages | 3,605 | - | 68,720 | 126,389 | 119,425 |
| Professional fees | 68,233 | - | 2,200 | 232,781 | 230,888 |
| Staff development and training | 1,315 | - | 1,242 | 25,417 | 27,418 |
| Occupancy costs | 83,191 | - | 23,255 | 534,882 | 542,490 |
| Consumable supplies | 9,005 | - | 43,891 | 210,246 | 205,410 |
| Equipment expenses | 7,019 | 4,711 | 11,044 | 108,075 | 115,737 |
| Communications | 5,688 | 2,175 | 6,782 | 124,747 | 142,581 |
| Travel and transportation | 36,959 | 33 | 9,084 | 248,647 | 254,925 |
| Assistance to individuals | 97 | - | - | 3,676 | 9,573 |
| Insurance | 5,312 | - | 285 | 53,176 | 58,206 |
| Membership dues | 2,025 | - | 724 | 27,022 | 27,788 |
| Bad debt expense | 124,964 | - | - | 604,579 | 693,320 |
| Other expenses | <u>22</u> | <u>-</u> | <u>2</u> | <u>1,008</u> | <u>1,932</u> |
| Total expenses | <u>\$ 1,178,692</u> | <u>\$ 37,923</u> | <u>\$ 222,113</u> | <u>\$ 11,010,994</u> | <u>\$ 10,914,180</u> |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Service</u> <u>Coordination</u> | <u>School</u> <u>District</u> <u>Contracts</u> | <u>Day</u> <u>Programs</u> | <u>Early</u> <u>Supports</u> <u>& Services</u> | <u>Independent</u> <u>Living</u> <u>Services</u> |
|--------------------------------|---------------------------------------|--|-------------------------------|--|--|
| EXPENSES | | | | | |
| Salaries and wages | \$ 687,068 | \$ 57,206 | \$ 3,450,025 | \$ 499,489 | \$ 109,857 |
| Employee benefits | 183,609 | 8,461 | 955,352 | 76,066 | 23,113 |
| Payroll taxes | 47,486 | 4,277 | 252,686 | 36,019 | 8,124 |
| Client wages | - | 1 | 121,436 | - | - |
| Professional fees | 21,817 | 291 | 69,540 | 223,084 | 18,805 |
| Staff development and training | 555 | 9 | 4,281 | 7,665 | 141 |
| Occupancy costs | 59,292 | 2,670 | 256,472 | 6,725 | 6,308 |
| Consumable supplies | 14,005 | 792 | 70,438 | 9,333 | 1,225 |
| Equipment expenses | 6,837 | 457 | 106,191 | 3,939 | 1,204 |
| Communications | 5,079 | 295 | 43,599 | 15,828 | 629 |
| Travel and transportation | 24,385 | 2,578 | 543,093 | 91,951 | 5,690 |
| Assistance to individuals | 520 | - | 38,805 | - | 244 |
| Insurance | 5,825 | 492 | 30,544 | 4,271 | 1,247 |
| Membership dues | 77 | 3 | 11,673 | 189 | 3 |
| Bad debt expense | - | - | 5,956 | 134,349 | 5,611 |
| Other expenses | 235 | 4 | 1,776 | 25 | 7 |
| Total expenses | <u>\$ 1,056,790</u> | <u>\$ 77,536</u> | <u>\$ 5,961,867</u> | <u>\$ 1,108,933</u> | <u>\$ 182,208</u> |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Family Residence</u> | <u>Combined Day/ Residential Vendor</u> | <u>Individual Supported Living</u> | <u>Consolidated Services</u> | <u>Combined Day/ Residential Services</u> |
|--------------------------------|-----------------------------|---|--|----------------------------------|---|
| EXPENSES | | | | | |
| Salaries and wages | \$ 1,892,153 | \$ - | \$ 213,575 | \$ 940,246 | \$ 32,884 |
| Employee benefits | 404,997 | - | 54,218 | 155,379 | 4,736 |
| Payroll taxes | 137,778 | - | 14,982 | 53,982 | 2,459 |
| Client wages | 18,172 | - | 297 | - | - |
| Professional fees | 3,190,569 | 1,879,591 | 56,690 | 1,138,668 | 1,418,954 |
| Staff development and training | 4,250 | - | 392 | 1,578 | 55 |
| Occupancy costs | 161,837 | - | 48,188 | 11,998 | 1,567 |
| Consumable supplies | 104,350 | - | 9,564 | 5,219 | 9,960 |
| Equipment expenses | 29,331 | - | 1,715 | 6,523 | 386 |
| Communications | 32,570 | - | 3,418 | 15,486 | 195 |
| Travel and transportation | 63,967 | - | 5,017 | 58,063 | - |
| Assistance to individuals | 1,730 | - | 874 | 32,960 | 180 |
| Insurance | 16,532 | - | 2,152 | 7,410 | 360 |
| Membership dues | 378 | - | 4 | 5,701 | - |
| Bad debt expense | - | - | - | - | - |
| Other expenses | 329 | - | 13 | 54 | 2 |
| Total expenses | <u>\$ 6,058,943</u> | <u>\$ 1,879,591</u> | <u>\$ 411,099</u> | <u>\$ 2,433,267</u> | <u>\$ 1,471,738</u> |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICESFOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Acquired Brain Disorder | Other Developmental Services Programs | Total Developmental Services Programs | 2018 Summarized |
|--------------------------------|-------------------------------|--|--|----------------------|
| EXPENSES | | | | |
| Salaries and wages | \$ 29,770 | \$ 359,573 | \$ 8,271,846 | \$ 8,051,232 |
| Employee benefits | 9,815 | 62,449 | 1,938,195 | 1,813,646 |
| Payroll taxes | 2,075 | 26,155 | 586,023 | 584,666 |
| Client wages | - | - | 139,906 | 164,012 |
| Professional fees | 207,851 | 2,701,752 | 10,927,612 | 11,202,974 |
| Staff development and training | 44 | 1,955 | 20,925 | 15,681 |
| Occupancy costs | 1,051 | 14,762 | 570,870 | 534,222 |
| Consumable supplies | 317 | 11,423 | 236,626 | 227,095 |
| Equipment expenses | 289 | 2,853 | 159,725 | 149,865 |
| Communications | 163 | 3,321 | 120,583 | 122,787 |
| Travel and transportation | 1,024 | 13,921 | 809,689 | 816,535 |
| Assistance to individuals | - | 32,975 | 108,288 | 98,239 |
| Insurance | 271 | 3,566 | 72,670 | 73,980 |
| Membership dues | 1 | 7 | 18,036 | 22,327 |
| Bad debt expense | - | - | 145,916 | 84,013 |
| Other expenses | 2 | 35 | 2,482 | 1,235 |
| Total expenses | <u>\$ 252,673</u> | <u>\$ 3,234,747</u> | <u>\$ 24,129,392</u> | <u>\$ 23,962,509</u> |

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Northern Human Services, Inc. (the Organization), is a New Hampshire nonprofit corporation, and was created to develop and provide a comprehensive program of mental health, developmental disabilities, and rehabilitative care to the residents of Northern New Hampshire.

Basis of Accounting

The financial statements of Northern Human Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor restrictions.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions: 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 Organization. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

As of June 30, 2019 and 2018, the Organization had net assets with donor restrictions and net assets without donor restrictions.

Accounting Estimates

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

Contributions

All contributions are considered to be available for use without donor restrictions unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as support with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral.

It is the policy of the Organization to provide services to all eligible residents of Northern New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions of revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

Property and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

| | |
|-----------|--------------|
| Vehicles | 5 – 10 years |
| Equipment | 3 – 10 years |

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Investments

Investments consist of mutual funds and interest-bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

Accrued Earned Time

The Organization has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

Program Service Fee Revenue

The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. Payment arrangements include reimbursed costs, discounted charges, and per diem payments. Program service fee revenue is reported at the estimated net realizable amounts from clients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with the third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Advertising

The Organization expenses advertising costs as incurred.

Summarized Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

FASB ASC 740, Accounting for Income Taxes, establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements, and is effective for Northern Human Services' current year. Management has analyzed Northern Human Services' tax positions taken on its information returns for all open tax years (tax years ending June 30, 2017 – 2019), and has concluded that no additional provision for income tax is required in Northern Human Services' financial statements.

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 Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

2. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2019 and 2018:

| | <u>2019</u> | <u>2018</u> |
|-------------------------------|--------------------|--------------------|
| Financial assets at year end: | | |
| Cash and cash equivalents | \$ 11,600,834 | \$ 10,637,208 |
| Accounts receivable, net | 1,965,991 | 1,431,724 |
| Grants receivable | 227,519 | 103,744 |
| Assets, limited use | 501,911 | 619,951 |
| Investments | 1,966,886 | 1,880,097 |
| Cash value of life insurance | <u>432,585</u> | <u>413,777</u> |
| Total financial assets | 16,695,726 | 15,086,501 |

Less amounts not available to be used within one year:

| | | |
|---|----------------------|----------------------|
| Cash and cash equivalents, designated | 318,202 | 318,202 |
| Client funds held in trust | 170,366 | 294,867 |
| Net assets with donor restrictions | <u>255,464</u> | <u>255,762</u> |
| Total amounts not available within one year | <u>744,032</u> | <u>868,831</u> |
| Financial assets available to meet general expenditures over the next twelve months | <u>\$ 15,951,694</u> | <u>\$ 14,217,670</u> |

The Organization's goal is generally to maintain financial assets to meet 120 days of operating expenses (approximately \$13,423,131).

3. ASSETS, LIMITED USE

As of June 30, 2019 and 2018, assets, limited use consisted of the following:

| | <u>2019</u> | <u>2018</u> |
|----------------------------|-------------------|-------------------|
| Donor restricted cash | \$ 255,464 | \$ 255,762 |
| Client funds held in trust | 170,366 | 294,867 |
| Employee benefits | <u>76,081</u> | <u>69,322</u> |
| Total assets, limited use | <u>\$ 501,911</u> | <u>\$ 619,951</u> |

4. PROPERTY AND DEPRECIATION

As of June 30, 2019 and 2018, property and equipment consisted of the following:

| | <u>2019</u> | <u>2018</u> |
|-------------------------------|-------------------|-------------------|
| Vehicles | \$ 647,048 | \$ 652,964 |
| Equipment | <u>2,696,501</u> | <u>3,231,824</u> |
| Total property and equipment | 3,343,549 | 3,884,788 |
| Less accumulated depreciation | <u>2,979,094</u> | <u>3,357,445</u> |
| Property and equipment, net | <u>\$ 364,455</u> | <u>\$ 527,343</u> |

Depreciation expense totaled \$203,721 and \$194,292 for the years ended June 30, 2019 and 2018, respectively.

5. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2019 and 2018:

| | <u>2019</u> | | <u>2018</u> | |
|----------------------------|---------------------|---------------------|---------------------|---------------------|
| | <u>Fair Value</u> | <u>Cost</u> | <u>Fair Value</u> | <u>Cost</u> |
| Money Market Funds | \$ 19,601 | \$ 19,601 | \$ 15,340 | \$ 15,340 |
| Mutual Funds: | | | | |
| Domestic equity funds | 690,460 | 599,516 | 802,467 | 669,110 |
| International equity funds | 302,374 | 289,349 | 361,346 | 333,154 |
| Fixed income funds | 901,146 | 882,426 | 634,134 | 649,092 |
| Other mutual funds | <u>53,305</u> | <u>58,506</u> | <u>66,810</u> | <u>72,266</u> |
| Total | <u>\$ 1,966,886</u> | <u>\$ 1,849,398</u> | <u>\$ 1,880,097</u> | <u>\$ 1,738,962</u> |

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

| | <u>2019</u> | <u>2018</u> |
|--|------------------|-------------------|
| <u>Components of Investment Return:</u> | | |
| Interest and dividends | \$ 42,378 | \$ 33,415 |
| Unrealized gains (losses) on investments | (30,002) | 82,953 |
| Realized gains on investments | <u>81,524</u> | <u>23,391</u> |
| | <u>\$ 93,900</u> | <u>\$ 139,759</u> |

Investment management fees for the years ended June 30, 2019 and 2018 were \$14,064 and \$12,940, respectively.

6. **FAIR VALUE MEASUREMENTS**

FASB ASC Topic No. 820-10 provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820-10*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2019 and 2018.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2019 and 2018.

Mutual Funds: All actively traded mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission.

Life Insurance: The surrender value of life insurance is valued at the cash value guaranteed to policyowner upon cancellation of the life insurance policy. The surrender value is the value of investments less any surrender charges.

The table below segregates all financial assets and liabilities as of June 30, 2019 and 2018 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

| | <u>2019</u> | | | |
|--|---------------------|-------------------|----------------|---------------------|
| | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
| Money Market Funds | \$ 19,601 | \$ - | \$ - | \$ 19,601 |
| Mutual Funds | | | | |
| Domestic equity funds | 690,460 | - | - | 690,460 |
| International equity funds | 302,374 | - | - | 302,374 |
| Fixed income funds | 901,146 | - | - | 901,146 |
| Other funds | 53,305 | - | - | 53,305 |
| Cash Value of Life Insurance | - | 432,585 | - | 432,585 |
| Total investments at fair value | <u>\$ 1,966,886</u> | <u>\$ 432,585</u> | <u>\$ -</u> | <u>\$ 2,399,471</u> |

| | <u>2018</u> | | | |
|-------------------------------------|---------------------|-------------------|----------------|---------------------|
| | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
| Money Market Funds | \$ 15,340 | \$ - | \$ - | \$ 15,340 |
| Mutual Funds | | | | |
| Domestic equity funds | 802,467 | - | - | 802,467 |
| International equity funds | 361,346 | - | - | 361,346 |
| Fixed income funds | 634,134 | - | - | 634,134 |
| Other funds | 66,810 | - | - | 66,810 |
| Cash Value of Life Insurance | - | 413,777 | - | 413,777 |
| Total investments at fair value | <u>\$ 1,880,097</u> | <u>\$ 413,777</u> | <u>\$ -</u> | <u>\$ 2,293,874</u> |

7. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2015, the Organization implemented a 2% discretionary contribution allocated each pay period. During the year ended June 30, 2020 the Organization will increase the discretionary contribution from 2% to 3%. Contributions by the organization totaled \$276,510 and \$270,725 for the years ended June 30, 2019 and 2018, respectively.

8. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the years ended June 30, 2019 and 2018. At June 30, 2019 and 2018, cash balances in excess of FDIC coverage aggregated \$11,239,183 and \$10,301,484, respectively. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

9. CONCENTRATION OF RISK

For the years ended June 30, 2019 and 2018, approximately 87% and 88% of the total revenue was derived from Medicaid, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

In order for the Organization to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region. During the year ended June 30, 2017, the Organization was reapproved as a provider of mental health services with the Bureau of Behavioral Health through August 2021.

Medicaid receivables comprise approximately 75% and 65% of the total accounts receivable balances at June 30, 2019 and 2018, respectively.

10. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated \$901,993 and \$897,369 for the years ended June 30, 2019 and 2018, respectively.

The approximate future minimum lease payments on the above leases as of June 30, 2019 is as follows:

| <u>Year Ending</u> <u>June 30</u> | <u>Amount</u> |
|--------------------------------------|---------------------|
| 2020 | \$ 932,540 |
| 2021 | 38,336 |
| 2022 | <u>38,973</u> |
| Total | <u>\$ 1,009,849</u> |

See Note 11 for information regarding lease agreements with a related party.

11. RELATED PARTY TRANSACTIONS

The Organization is related to the nonprofit corporation Shallow River Properties, Inc. (Shallow River) as a result of common board membership. Shallow River was incorporated under the laws of the State of New Hampshire on September 13, 1988, for the purpose of owning, maintaining, managing, selling, and leasing real property associated with the provision of residential, treatment, and administrative services for the clients and staff of the Organization.

The Organization has transactions with Shallow River during its normal course of operations. The significant related party transactions are as follows:

Due to/from Related Party

At June 30, 2019 and 2018, the Organization had a due to Shallow River balance in the amount of \$48,423 and \$44,689, respectively.

Rental Expense

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$766,575 and \$728,529 for the years ended June 30, 2019 and 2018, respectively. The Organization also leases space from a board member for \$1,000 per month.

Management Fee

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated \$74,649 for each of the years ended June 30, 2019 and 2018.

Donation

Although not required by agreement between Shallow River and the Organization, Shallow River generally donates the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. At June 30, 2019 and 2018, Shallow River did not make a donation to the Organization but retained its surplus of \$246,624 and \$264,560, respectively, due to the purchase of a new building and for use in future renovation projects and maintenance costs.

12. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. At June 30, 2019 and 2018, the outstanding capitated payment liability totaled \$391,458 and \$971,522, respectively.

13. COMMITMENTS AND CONTINGENCIES

The Organization receives funding under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the grantor's funds.

Excess funds generated from state and/or Medicaid funded programs may be expended, at the Organization's discretion, to increase or improve service delivery within the program. The excess funds may not be used to increase spending for personnel, professional fees, fringe benefits, or capital expenditures without prior written approval of the State of New Hampshire.

The Organization has contracts with certain third-party payors requiring specific performance to supervise and document certain events relating to client treatment. These agencies periodically audit the performance of the Organization in fulfilling these requirements. If the payments were found not to have been made in compliance with the contracts, the Organization may be required to repay the funds received under the contract.

The Organization insures its medical malpractice risks on a claims-made basis under a policy, which covers all of its employees. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Contracts with the State of New Hampshire and various federal agencies require that the properties supported be used for certain programs and/or to serve specified client populations. If Shallow River or the Organization should stop using the property to provide services acceptable to these grantors, the grantors would be entitled to all or part of the proceeds from the disposition of the property. These stipulations affect substantially all of the properties owned by Shallow River. The affected amount and the disposition are determined by negotiation with the granting authority at the time the property is sold.

14. NET ASSETS WITH DONOR RESTRICTIONS

At June 30, 2019 and 2018, net assets with donor restrictions consisted of the following:

| | <u>2019</u> | <u>2018</u> |
|--|-------------------|-------------------|
| Certificates of Deposit – Memorial Fund | \$ 252,417 | \$ 252,417 |
| Dream Team Fund | 2,832 | 2,924 |
| Income earned on the Memorial Fund | <u>215</u> | <u>421</u> |
| Total net assets with donor restrictions | <u>\$ 255,464</u> | <u>\$ 255,762</u> |

15. ENDOWMENT FUND AND NET ASSETS WITH DONOR RESTRICTIONS

As a result of the June 30, 2006 merger of The Center of Hope for Developmental Disabilities, Inc. (Center of Hope), with and into the Organization, the Organization assumed responsibility for certain assets of Center of Hope that are subject to charitable restrictions and designated for particular purposes, namely the Memorial Fund (the Fund).

The Fund was created by the Center of Hope in 1989 for the purpose of seeking out and funding experiences that make life more interesting and full for people with disabilities. In or around 1992, additional funds were added to the Fund as a result of a testamentary bequest of Dorothy M. Walters, for the purpose of providing "maintenance funds" for programs for individuals with mental and developmental disabilities. The Center of Hope interpreted the terms of this bequest as consistent with the purpose of the Fund, and the bequest meets the definition of an endowment fund.

The Not-for-Profit Entities Topic of the *FASB ASC* (ASC 958-205 and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Organization has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support for life-enhancing activities of eligible individuals. The Organization will only distribute income generated by the fund, leaving the original corpus intact.

In recognition of the prudence required of fiduciaries, the Organization only invests the fund in certificates of deposits, which ensures that a majority of the balance of the Fund is covered by the FDIC. The Organization has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2019 and 2018, the endowment was entirely composed of net assets with donor restrictions.

Changes in endowment net assets (at fair value) as of June 30, 2019 and June 30, 2018 were as follows:

| | <u>2019</u> | <u>2018</u> |
|--|-------------------|-------------------|
| Certificates of deposit, beginning of year | \$ 252,417 | \$ 252,417 |
| Interest income | 555 | 505 |
| Withdrawals | <u>(555)</u> | <u>(505)</u> |
| Certificates of deposit end of year | <u>\$ 252,417</u> | <u>\$ 252,417</u> |

16. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 22, 2019, the date the June 30, 2019 financial statements were available for issuance.

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Mental Health</u> | <u>Developmental Services</u> | <u>Subtotals</u> | <u>General Management</u> | <u>2019 Total</u> | <u>2018 Summarized</u> |
|---|---------------------------------|--|-------------------------|--------------------------------------|------------------------------|-----------------------------------|
| REVENUES | | | | | | |
| Program service fees: | | | | | | |
| Client fees | \$ 700,461 | \$ 77,790 | \$ 778,251 | \$ - | \$ 778,251 | \$ 716,997 |
| Residential fees | 69,379 | 253,324 | 322,703 | - | 322,703 | 322,343 |
| Blue Cross | 186,499 | 26,825 | 213,324 | - | 213,324 | 252,148 |
| Medicaid | 11,890,220 | 24,838,754 | 36,728,974 | - | 36,728,974 | 35,567,982 |
| Medicare | 491,840 | - | 491,840 | - | 491,840 | 575,847 |
| Other insurance | 248,966 | 72,940 | 321,906 | - | 321,906 | 354,880 |
| Local educational authorities | - | 130,058 | 130,058 | - | 130,058 | 157,808 |
| Vocational rehabilitation | 1,863 | 7,111 | 8,974 | - | 8,974 | 11,011 |
| Other program fees | 1,140 | - | 1,140 | - | 1,140 | 3,156 |
| Production/service income | 253,865 | 202,752 | 456,617 | - | 456,617 | 437,758 |
| Public support: | | | | | | |
| Local/county government | 440,833 | 1,900 | 442,733 | - | 442,733 | 306,732 |
| Donations/contributions | 5,573 | 19,786 | 25,359 | 1,631 | 26,990 | 24,296 |
| Other public support | 343,307 | - | 343,307 | - | 343,307 | 333,880 |
| Bureau of Developmental Services and Bureau of Behavioral Health | 523,328 | 325,125 | 848,453 | - | 848,453 | 620,079 |
| Other federal and state funding: | | | | | | |
| HUD | 129,535 | - | 129,535 | - | 129,535 | 129,530 |
| Other | 150,121 | - | 150,121 | 3,619 | 153,740 | 178,053 |
| Private foundation grants | 220,000 | - | 220,000 | 40,000 | 260,000 | 219,507 |
| Other revenues | <u>68,661</u> | <u>66,068</u> | <u>134,729</u> | <u>248,008</u> | <u>382,737</u> | <u>261,640</u> |
| Total revenues | <u>15,725,591</u> | <u>26,022,433</u> | <u>41,748,024</u> | <u>293,258</u> | <u>42,041,282</u> | <u>40,473,647</u> |
| EXPENSES | | | | | | |
| Salaries and wages | \$ 6,877,783 | \$ 8,271,846 | \$ 15,149,629 | \$ 3,354,596 | \$ 18,504,225 | \$ 17,799,659 |
| Employee benefits | 1,347,375 | 1,938,195 | 3,285,570 | 745,586 | 4,031,156 | 3,875,004 |
| Payroll taxes | 485,191 | 586,023 | 1,071,214 | 226,363 | 1,297,577 | 1,261,414 |
| Client wages | 126,389 | 139,906 | 266,295 | - | 266,295 | 283,437 |
| Professional fees | 232,781 | 10,927,612 | 11,160,393 | 267,669 | 11,428,062 | 11,708,365 |
| Staff development and training | 25,417 | 20,925 | 46,342 | 23,460 | 69,802 | 58,612 |
| Occupancy costs | 534,882 | 570,870 | 1,105,752 | 200,598 | 1,306,350 | 1,272,697 |
| Consumable supplies | 210,246 | 236,626 | 446,872 | 64,549 | 511,421 | 493,036 |
| Equipment expenses | 108,075 | 159,725 | 267,800 | 35,132 | 302,932 | 290,688 |
| Communications | 124,747 | 120,583 | 245,330 | 42,123 | 287,453 | 320,836 |
| Travel and transportation | 248,647 | 809,689 | 1,058,336 | 42,405 | 1,100,741 | 1,114,976 |
| Assistance to individuals | 3,676 | 108,288 | 111,964 | 1,174 | 113,138 | 110,821 |
| Insurance | 53,176 | 72,670 | 125,846 | 24,641 | 150,487 | 147,775 |
| Membership dues | 27,022 | 18,036 | 45,058 | 82,136 | 127,194 | 106,475 |
| Bad debt expense | 604,579 | 145,916 | 750,495 | - | 750,495 | 777,333 |
| Other expenses | <u>1,008</u> | <u>2,482</u> | <u>3,490</u> | <u>17,572</u> | <u>21,062</u> | <u>29,720</u> |
| Total expenses | <u>11,010,994</u> | <u>24,129,392</u> | <u>35,140,386</u> | <u>5,128,004</u> | <u>40,268,390</u> | <u>39,650,848</u> |
| EXCESS (DEFICIENCY) OF REVENUES | | | | | | |
| OVER EXPENSES | <u>\$ 4,714,597</u> | <u>\$ 1,893,041</u> | <u>\$ 6,607,638</u> | <u>\$ (4,834,746)</u> | <u>\$ 1,772,892</u> | <u>\$ 822,799</u> |

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | Non-Specialized <u>Outpatient</u> | State Eligible Audit <u>Outpatient</u> | Outpatient <u>Contracts</u> | Children and <u>Adolescents</u> |
|---|--|---|--|--|
| REVENUES | | | | |
| Program service fees: | | | | |
| Client fees | \$ 55,479 | \$ 114,127 | \$ - | \$ 39,917 |
| Residential fees | - | - | - | - |
| Blue Cross | 48,392 | 82,231 | - | 38,196 |
| Medicaid | 102,889 | 1,207,184 | 679,651 | 2,437,517 |
| Medicare | 106,433 | 303,723 | - | - |
| Other insurance | 68,196 | 100,097 | - | 39,075 |
| Local educational authorities | - | - | - | - |
| Vocational rehabilitation | - | - | 150 | - |
| Other program fees | - | - | 570 | - |
| Production/service income | - | - | - | - |
| Public support: | | | | |
| Local/county government | 116,236 | - | - | - |
| Donations/contributions | 5,573 | - | - | - |
| Other public support | - | - | 25,569 | - |
| Bureau of Developmental Services and Bureau of Behavioral Health | 148,024 | - | - | - |
| Other federal and state funding: | | | | |
| HUD | - | - | - | - |
| Other | - | 7 | 2,560 | - |
| Private foundation grants | 10,000 | - | - | - |
| Other revenues | 4,697 | - | - | 3,840 |
| Total revenues | <u>665,919</u> | <u>1,807,369</u> | <u>708,500</u> | <u>2,558,545</u> |
| EXPENSES | | | | |
| Salaries and wages | \$ 345,971 | \$ 859,932 | \$ 303,860 | \$ 710,018 |
| Employee benefits | 42,395 | 93,060 | 63,915 | 122,397 |
| Payroll taxes | 24,250 | 57,358 | 21,057 | 49,685 |
| Client wages | - | - | - | - |
| Professional fees | 16,503 | 20,167 | 6,356 | 31,106 |
| Staff development and training | 1,161 | 6,226 | 925 | 4,197 |
| Occupancy costs | 45,353 | 64,859 | 20,793 | 53,759 |
| Consumable supplies | 16,795 | 10,620 | 2,941 | 11,550 |
| Equipment expenses | 7,401 | 9,264 | 2,536 | 7,579 |
| Communications | 18,557 | 14,291 | 2,265 | 10,570 |
| Travel and transportation | 290 | 838 | 5,192 | 25,980 |
| Assistance to individuals | - | 75 | - | 904 |
| Insurance | 3,523 | 7,557 | 2,351 | 6,433 |
| Membership dues | 2,199 | 5,354 | 1,905 | 3,466 |
| Bad debt expense | 75,727 | 77,150 | 32 | 19,663 |
| Other expenses | 67 | 47 | 73 | 45 |
| Total expenses | <u>600,192</u> | <u>1,226,798</u> | <u>434,201</u> | <u>1,057,352</u> |
| EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES | <u>\$ 65,727</u> | <u>\$ 580,571</u> | <u>\$ 274,299</u> | <u>\$ 1,501,193</u> |

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Emergency Services</u> | <u>Other Non-BBH</u> | <u>Integrated Health Grant</u> | <u>Bureau of Drug & Alcohol Services</u> |
|---|--------------------------------------|---------------------------------|---|---|
| REVENUES | | | | |
| Program service fees: | | | | |
| Client fees | \$ 44,232 | \$ 1,650 | \$ - | \$ 6,299 |
| Residential fees | - | - | - | - |
| Blue Cross | 7,463 | - | - | 6,789 |
| Medicaid | 106,570 | 377,991 | - | 28,890 |
| Medicare | 7,256 | - | - | 8,358 |
| Other insurance | 17,031 | 1,164 | - | 11,654 |
| Local educational authorities | - | - | - | - |
| Vocational rehabilitation | - | - | - | - |
| Other program fees | - | - | - | - |
| Production/service income | - | - | - | - |
| Public support: | | | | |
| Local/county government | - | - | - | - |
| Donations/contributions | - | - | - | - |
| Other public support | - | - | - | - |
| Bureau of Developmental Services and Bureau of Behavioral Health | 98,304 | - | - | - |
| Other federal and state funding: | | | | |
| HUD | - | - | - | - |
| Other | - | - | 110,354 | - |
| Private foundation grants | - | 210,000 | - | - |
| Other revenues | - | - | - | - |
| Total revenues | <u>280,856</u> | <u>590,805</u> | <u>110,354</u> | <u>61,990</u> |
| EXPENSES | | | | |
| Salaries and wages | \$ 472,575 | \$ 238,497 | \$ 65,498 | \$ 66,972 |
| Employee benefits | 63,054 | 64,127 | 11,418 | 19,949 |
| Payroll taxes | 32,829 | 16,677 | 4,684 | 4,836 |
| Client wages | - | - | - | - |
| Professional fees | 11,749 | 7,799 | 8,102 | 1,241 |
| Staff development and training | 538 | 3,121 | - | 1,386 |
| Occupancy costs | 35,218 | 16,969 | - | 4,923 |
| Consumable supplies | 5,601 | 3,479 | 10,215 | 663 |
| Equipment expenses | 6,916 | 2,816 | 154 | 637 |
| Communications | 25,442 | 2,310 | 1,026 | 478 |
| Travel and transportation | 660 | 10,105 | 918 | 668 |
| Assistance to individuals | - | 2 | - | - |
| Insurance | 4,256 | 1,875 | - | 555 |
| Membership dues | 1,701 | 1,322 | 5 | 862 |
| Bad debt expense | 53,857 | 183 | - | 7,411 |
| Other expenses | 26 | 401 | - | 3 |
| Total expenses | <u>714,422</u> | <u>369,683</u> | <u>102,020</u> | <u>110,584</u> |
| EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES | <u>\$ (433,566)</u> | <u>\$ 221,122</u> | <u>\$ 8,334</u> | <u>\$ (48,594)</u> |

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Drug Court</u> | <u>Vocational Services</u> | <u>Restorative Partial Hospital</u> | <u>Case Management</u> |
|---|-----------------------|--------------------------------|---|----------------------------|
| REVENUES | | | | |
| Program service fees: | | | | |
| Client fees | \$ 1,370 | \$ 2,713 | \$ 10,372 | \$ 193,728 |
| Residential fees | - | - | - | - |
| Blue Cross | - | - | - | - |
| Medicaid | 18,425 | 204,485 | 306,073 | 1,449,878 |
| Medicare | - | - | - | 3,561 |
| Other insurance | - | - | - | 3,049 |
| Local educational authorities | - | - | - | - |
| Vocational rehabilitation | - | 1,713 | - | - |
| Other program fees | 570 | - | - | - |
| Production/service income | - | 47,206 | - | - |
| Public support: | | | | |
| Local/county government | 324,597 | - | - | - |
| Donations/contributions | - | - | - | - |
| Other public support | - | - | - | - |
| Bureau of Developmental Services and Bureau of Behavioral Health | - | - | - | - |
| Other federal and state funding: | | | | |
| HUD | - | - | - | - |
| Other | - | - | - | - |
| Private foundation grants | - | - | - | - |
| Other revenues | <u>32,345</u> | <u>-</u> | <u>-</u> | <u>24,768</u> |
| Total revenues | <u>377,307</u> | <u>256,117</u> | <u>316,445</u> | <u>1,674,984</u> |
| EXPENSES | | | | |
| Salaries and wages | \$ 220,696 | \$ 149,992 | \$ 56,038 | \$ 764,670 |
| Employee benefits | 59,284 | 43,017 | 12,122 | 146,735 |
| Payroll taxes | 14,821 | 14,444 | 4,028 | 54,548 |
| Client wages | - | 54,064 | - | - |
| Professional fees | 8,182 | 2,906 | 959 | 18,302 |
| Staff development and training | 42 | 855 | 164 | 1,735 |
| Occupancy costs | - | 13,058 | 4,477 | 50,724 |
| Consumable supplies | 3,192 | 3,898 | 27,757 | 12,467 |
| Equipment expenses | 3,969 | 7,774 | 720 | 8,574 |
| Communications | 2,583 | 1,152 | 234 | 12,304 |
| Travel and transportation | 8,792 | 17,094 | - | 49,227 |
| Assistance to individuals | - | - | - | - |
| Insurance | - | 1,369 | 488 | 6,812 |
| Membership dues | - | 447 | 150 | 2,238 |
| Bad debt expense | 179 | 2,505 | 8,505 | 168,045 |
| Other expenses | <u>-</u> | <u>10</u> | <u>148</u> | <u>51</u> |
| Total expenses | <u>321,740</u> | <u>312,585</u> | <u>115,790</u> | <u>1,296,432</u> |
| EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES | <u>\$ 55,567</u> | <u>\$ (56,468)</u> | <u>\$ 200,655</u> | <u>\$ 378,552</u> |

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Supportive Living</u> | <u>Community Residences</u> | <u>Disaster Behavioral</u> | <u>Victims of Crime Act</u> |
|---|-------------------------------------|--|---------------------------------------|--|
| REVENUES | | | | |
| Program service fees: | | | | |
| Client fees | \$ 63,257 | \$ 13,911 | \$ - | \$ 9,607 |
| Residential fees | - | 54,909 | - | - |
| Blue Cross | - | - | - | 3,053 |
| Medicaid | 2,367,163 | 1,162,641 | - | 144,433 |
| Medicare | 215 | - | - | 16,346 |
| Other insurance | 328 | - | - | 7,887 |
| Local educational authorities | - | - | - | - |
| Vocational rehabilitation | - | - | - | - |
| Other program fees | - | - | - | - |
| Production/service income | - | - | - | - |
| Public support: | | | | |
| Local/county government | - | - | - | - |
| Donations/contributions | - | - | - | - |
| Other public support | - | - | - | 317,738 |
| Bureau of Developmental Services and Bureau of Behavioral Health | - | - | - | - |
| Other federal and state funding: | | | | |
| HUD | - | 129,535 | - | - |
| Other | - | - | 400 | - |
| Private foundation grants | - | - | - | - |
| Other revenues | 23 | 188 | - | - |
| Total revenues | <u>2,430,986</u> | <u>1,361,184</u> | <u>400</u> | <u>499,064</u> |
| EXPENSES | | | | |
| Salaries and wages | \$ 726,054 | \$ 816,886 | \$ - | \$ 362,184 |
| Employee benefits | 186,922 | 209,151 | - | 63,399 |
| Payroll taxes | 51,316 | 57,079 | - | 24,804 |
| Client wages | - | - | - | - |
| Professional fees | 14,835 | 5,268 | - | 8,873 |
| Staff development and training | 751 | 35 | - | 1,724 |
| Occupancy costs | 46,687 | 44,241 | - | 27,375 |
| Consumable supplies | 18,427 | 25,974 | - | 3,771 |
| Equipment expenses | 8,721 | 14,379 | - | 3,861 |
| Communications | 7,047 | 8,591 | - | 3,252 |
| Travel and transportation | 59,066 | 10,383 | - | 13,358 |
| Assistance to individuals | 1,610 | 988 | - | - |
| Insurance | 6,907 | 2,147 | - | 3,306 |
| Membership dues | 2,605 | 658 | - | 1,361 |
| Bad debt expense | 46,838 | 14,124 | - | 5,396 |
| Other expenses | 50 | 41 | - | 22 |
| Total expenses | <u>1,177,836</u> | <u>1,209,945</u> | <u>-</u> | <u>522,686</u> |
| EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES | <u>\$ 1,253,150</u> | <u>\$ 151,239</u> | <u>\$ 400</u> | <u>\$ (23,622)</u> |

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>ACT</u> | <u>IDN</u> | <u>Other</u> | <u>Total</u> | <u>2018</u> |
|---|--------------------|---------------------|-----------------------------|-----------------------------|--------------------------|
| | <u>Team</u> | <u>Grant</u> | <u>Mental Health</u> | <u>Mental Health</u> | <u>Summarized</u> |
| REVENUES | | | <u>Programs</u> | <u>Programs</u> | |
| Program service fees: | | | | | |
| Client fees | \$ 143,799 | \$ - | \$ - | \$ 700,461 | \$ 676,504 |
| Residential fees | 14,470 | - | - | 69,379 | 70,500 |
| Blue Cross | 375 | - | - | 186,499 | 217,556 |
| Medicaid | 1,296,430 | - | - | 11,890,220 | 11,596,955 |
| Medicare | 45,948 | - | - | 491,840 | 575,847 |
| Other insurance | 485 | - | - | 248,966 | 287,550 |
| Local educational authorities | - | - | - | - | - |
| Vocational rehabilitation | - | - | - | 1,863 | 5,917 |
| Other program fees | - | - | - | 1,140 | 58 |
| Production/service income | - | - | 206,659 | 253,865 | 222,560 |
| Public support: | | | | | |
| Local/county government | - | - | - | 440,833 | 287,832 |
| Donations/contributions | - | - | - | 5,573 | 4,403 |
| Other public support | - | - | - | 343,307 | 333,880 |
| Bureau of Developmental Services and Bureau of Behavioral Health | 277,000 | - | - | 523,328 | 379,308 |
| Other federal and state funding: | | | | | |
| HUD | - | - | - | 129,535 | 129,530 |
| Other | - | 36,800 | - | 150,121 | 170,477 |
| Private foundation grants | - | - | - | 220,000 | 219,507 |
| Other revenues | 921 | - | 1,879 | 68,661 | 47,724 |
| Total revenues | 1,779,428 | 36,800 | 208,538 | 15,725,591 | 15,226,108 |
| EXPENSES | | | | | |
| Salaries and wages | \$ 655,740 | \$ 22,499 | \$ 39,701 | \$ 6,877,783 | \$ 6,663,485 |
| Employee benefits | 131,849 | 7,030 | 7,551 | 1,347,375 | 1,354,024 |
| Payroll taxes | 43,668 | 1,475 | 7,632 | 485,191 | 466,978 |
| Client wages | 3,605 | - | 68,720 | 126,389 | 119,425 |
| Professional fees | 68,233 | - | 2,200 | 232,781 | 230,888 |
| Staff development and training | 1,315 | - | 1,242 | 25,417 | 27,418 |
| Occupancy costs | 83,191 | - | 23,255 | 534,882 | 542,490 |
| Consumable supplies | 9,005 | - | 43,891 | 210,246 | 205,410 |
| Equipment expenses | 7,019 | 4,711 | 11,044 | 108,075 | 115,737 |
| Communications | 5,688 | 2,175 | 6,782 | 124,747 | 142,581 |
| Travel and transportation | 36,959 | 33 | 9,084 | 248,647 | 254,925 |
| Assistance to individuals | 97 | - | - | 3,676 | 9,573 |
| Insurance | 5,312 | - | 285 | 53,176 | 58,206 |
| Membership dues | 2,025 | - | 724 | 27,022 | 27,788 |
| Bad debt expense | 124,964 | - | - | 604,579 | 693,320 |
| Other expenses | 22 | - | 2 | 1,008 | 1,932 |
| Total expenses | 1,178,692 | 37,923 | 222,113 | 11,010,994 | 10,914,180 |
| EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES | \$ 600,736 | \$ (1,123) | \$ (13,575) | \$ 4,714,597 | \$ 4,311,928 |

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Service Coordination</u> | <u>School District Contracts</u> | <u>Day Programs</u> | <u>Early Supports & Services</u> | <u>Independent Living Services</u> |
|---|---------------------------------|--|-------------------------|--|--|
| REVENUES | | | | | |
| Program service fees: | | | | | |
| Client fees | \$ - | \$ - | \$ - | \$ 77,790 | \$ - |
| Residential fees | - | - | - | - | - |
| Blue Cross | - | - | - | 26,825 | - |
| Medicaid | 975,912 | - | 4,603,410 | 1,118,540 | 373,404 |
| Medicare | - | - | - | - | - |
| Other insurance | - | - | - | 72,940 | - |
| Local educational authorities | - | 130,058 | - | - | - |
| Vocational rehabilitation | - | - | 7,111 | - | - |
| Other program fees | - | - | - | - | - |
| Production/service income | - | - | 175,819 | - | - |
| Public support: | | | | | |
| Local/county government | - | - | 1,900 | - | - |
| Donations/contributions | - | - | 19,786 | - | - |
| Other public support | - | - | - | - | - |
| Bureau of Developmental Services and Bureau of Behavioral Health | - | - | - | 104,498 | - |
| Other federal and state funding: | | | | | |
| HUD | - | - | - | - | - |
| Other | - | - | - | - | - |
| Private foundation grants | - | - | - | - | - |
| Other revenues | 41,122 | - | 5,662 | 1,713 | - |
| Total revenues | <u>1,017,034</u> | <u>130,058</u> | <u>4,813,688</u> | <u>1,402,306</u> | <u>373,404</u> |
| EXPENSES | | | | | |
| Salaries and wages | \$ 687,068 | \$ 57,206 | \$ 3,450,025 | \$ 499,489 | \$ 109,857 |
| Employee benefits | 183,609 | 8,461 | 955,352 | 76,066 | 23,113 |
| Payroll taxes | 47,486 | 4,277 | 252,686 | 36,019 | 8,124 |
| Client wages | - | 1 | 121,436 | - | - |
| Professional fees | 21,817 | 291 | 69,540 | 223,084 | 18,805 |
| Staff development and training | 555 | 9 | 4,281 | 7,665 | 141 |
| Occupancy costs | 59,292 | 2,670 | 256,472 | 6,725 | 6,308 |
| Consumable supplies | 14,005 | 792 | 70,438 | 9,333 | 1,225 |
| Equipment expenses | 6,837 | 457 | 106,191 | 3,939 | 1,204 |
| Communications | 5,079 | 295 | 43,599 | 15,828 | 629 |
| Travel and transportation | 24,385 | 2,578 | 543,093 | 91,951 | 5,690 |
| Assistance to individuals | 520 | - | 38,805 | - | 244 |
| Insurance | 5,825 | 492 | 30,544 | 4,271 | 1,247 |
| Membership dues | 77 | 3 | 11,673 | 189 | 3 |
| Bad debt expense | - | - | 5,956 | 134,349 | 5,611 |
| Other expenses | 235 | 4 | 1,776 | 25 | 7 |
| Total expenses | <u>1,056,790</u> | <u>77,536</u> | <u>5,961,867</u> | <u>1,108,933</u> | <u>182,208</u> |
| EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES | | | | | |
| | <u>\$ (39,756)</u> | <u>\$ 52,522</u> | <u>\$ (1,148,179)</u> | <u>\$ 293,373</u> | <u>\$ 191,196</u> |

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Family Residence</u> | <u>Combined Day/ Residential Vendor</u> | <u>Individual Supported Living</u> | <u>Consolidated Services</u> | <u>Combined Day/ Residential Services</u> |
|---|-----------------------------|---|--|----------------------------------|---|
| REVENUES | | | | | |
| Program service fees: | | | | | |
| Client fees | \$ - | \$ - | \$ - | \$ - | \$ - |
| Residential fees | 207,811 | - | 37,950 | - | - |
| Blue Cross | - | - | - | - | - |
| Medicaid | 7,438,382 | 1,969,301 | 332,928 | 2,700,710 | 1,589,858 |
| Medicare | - | - | - | - | - |
| Other insurance | - | - | - | - | - |
| Local educational authorities | - | - | - | - | - |
| Vocational rehabilitation | - | - | - | - | - |
| Other program fees | - | - | - | - | - |
| Production/service income | 24,443 | - | 564 | - | - |
| Public support: | | | | | |
| Local/county government | - | - | - | - | - |
| Donations/contributions | - | - | - | - | - |
| Other public support | - | - | - | - | - |
| Bureau of Developmental Services and Bureau of Behavioral Health | - | - | - | - | - |
| Other federal and state funding: | | | | | |
| HUD | - | - | - | - | - |
| Other | - | - | - | - | - |
| Private foundation grants | - | - | - | - | - |
| Other revenues | 12,465 | - | 335 | - | - |
| Total revenues | <u>7,683,101</u> | <u>1,969,301</u> | <u>371,777</u> | <u>2,700,710</u> | <u>1,589,858</u> |
| EXPENSES | | | | | |
| Salaries and wages | \$ 1,892,153 | \$ - | \$ 213,575 | \$ 940,246 | \$ 32,884 |
| Employee benefits | 404,997 | - | 54,218 | 155,379 | 4,736 |
| Payroll taxes | 137,778 | - | 14,982 | 53,982 | 2,459 |
| Client wages | 18,172 | - | 297 | - | - |
| Professional fees | 3,190,569 | 1,879,591 | 56,690 | 1,138,668 | 1,418,954 |
| Staff development and training | 4,250 | - | 392 | 1,578 | 55 |
| Occupancy costs | 161,837 | - | 48,188 | 11,998 | 1,567 |
| Consumable supplies | 104,350 | - | 9,564 | 5,219 | 9,960 |
| Equipment expenses | 29,331 | - | 1,715 | 6,523 | 386 |
| Communications | 32,570 | - | 3,418 | 15,486 | 195 |
| Travel and transportation | 63,967 | - | 5,017 | 58,063 | - |
| Assistance to individuals | 1,730 | - | 874 | 32,960 | 180 |
| Insurance | 16,532 | - | 2,152 | 7,410 | 360 |
| Membership dues | 378 | - | 4 | 5,701 | - |
| Bad debt expense | - | - | - | - | - |
| Other expenses | 329 | - | 13 | 54 | 2 |
| Total expenses | <u>6,058,943</u> | <u>1,879,591</u> | <u>411,099</u> | <u>2,433,267</u> | <u>1,471,738</u> |
| EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES | <u>\$ 1,624,158</u> | <u>\$ 89,710</u> | <u>\$ (39,322)</u> | <u>\$ 267,443</u> | <u>\$ 118,120</u> |

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES**

FOR THE YEAR ENDED JUNE 30, 2019

WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

| | Acquired Brain <u>Disorder</u> | Other Developmental Services <u>Programs</u> | Total Developmental Services <u>Programs</u> | 2018 <u>Summarized</u> |
|---|--------------------------------------|---|---|---------------------------|
| REVENUES | | | | |
| Program service fees: | | | | |
| Client fees | \$ - | \$ - | \$ 77,790 | \$ 40,493 |
| Residential fees | - | 7,563 | 253,324 | 251,843 |
| Blue Cross | - | - | 26,825 | 34,592 |
| Medicaid | 472,909 | 3,263,400 | 24,838,754 | 23,971,027 |
| Medicare | - | - | - | - |
| Other insurance | - | - | 72,940 | 67,330 |
| Local educational authorities | - | - | 130,058 | 157,808 |
| Vocational rehabilitation | - | - | 7,111 | 5,094 |
| Other program fees | - | - | - | 3,098 |
| Production/service income | - | 1,926 | 202,752 | 215,198 |
| Public support: | | | | |
| Local/county government | - | - | 1,900 | 18,900 |
| Donations/contributions | - | - | 19,786 | 17,983 |
| Other public support | - | - | - | - |
| Bureau of Developmental Services and Bureau of Behavioral Health | - | 220,627 | 325,125 | 240,771 |
| Other federal and state funding: | | | | |
| HUD | - | - | - | - |
| Other | - | - | - | - |
| Private foundation grants | - | - | - | - |
| Other revenues | - | 4,771 | 66,068 | 85,099 |
| Total revenues | <u>472,909</u> | <u>3,498,287</u> | <u>26,022,433</u> | <u>25,109,236</u> |
| EXPENSES | | | | |
| Salaries and wages | \$ 29,770 | \$ 359,573 | \$ 8,271,846 | \$ 8,051,232 |
| Employee benefits | 9,815 | 62,449 | 1,938,195 | 1,813,646 |
| Payroll taxes | 2,075 | 26,155 | 586,023 | 584,666 |
| Client wages | - | - | 139,906 | 164,012 |
| Professional fees | 207,851 | 2,701,752 | 10,927,612 | 11,202,974 |
| Staff development and training | 44 | 1,955 | 20,925 | 15,681 |
| Occupancy costs | 1,051 | 14,762 | 570,870 | 534,222 |
| Consumable supplies | 317 | 11,423 | 236,626 | 227,095 |
| Equipment expenses | 289 | 2,853 | 159,725 | 149,865 |
| Communications | 163 | 3,321 | 120,583 | 122,787 |
| Travel and transportation | 1,024 | 13,921 | 809,689 | 816,535 |
| Assistance to individuals | - | 32,975 | 108,288 | 98,239 |
| Insurance | 271 | 3,566 | 72,670 | 73,980 |
| Membership dues | 1 | 7 | 18,036 | 22,327 |
| Bad debt expense | - | - | 145,916 | 84,013 |
| Other expenses | 2 | 35 | 2,482 | 1,235 |
| Total expenses | <u>252,673</u> | <u>3,234,747</u> | <u>24,129,392</u> | <u>23,962,509</u> |
| EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES | <u>\$ 220,236</u> | <u>\$ 263,540</u> | <u>\$ 1,893,041</u> | <u>\$ 1,146,727</u> |

NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

| | <u>Office</u> | <u>Home</u> | <u>Term M/Y</u> <u>Began / End</u> |
|------------------------------------|---------------|-------------|---------------------------------------|
| Officers: Eric Johnson, CEO | 447-3347 | | 10.18 / 10.20 |
| Madelene Costello, President | | | 10.18 / 10.20 |
| Dorothy Borchers, Vice President | | | 10.17 / 10.21 |
| James Salmon, Treasurer | | | 10.18 / 10.20 |
| <u>X</u> , Secretary | | | |

| | |
|--|----------|
| Staff: Dale Heon, CFO | 447-3347 |
| Susan Wiggin, Executive Assistant | 447-3347 |
| Suzanne Gaetjens-Olsen, MH Reg Administrator | 444-5358 |
| Liz Charles, DD Reg Administrator | 447-3347 |

| | | | |
|---------------|---------------------------------|----------------|----------|
| Term | | | |
| Expire | <u>The Mental Health Center</u> | Kassie Eafrazi | 752-7404 |
| | 3 Twelfth St., Berlin, NH 03570 | Director of BH | |

| | | | |
|-----|---------------------|--|-------|
| '22 | Margaret McClellan, | | 6/01 |
| '20 | *Stephen Michaud, | | 11/02 |
| '20 | *Dorothy Borchers, | | 05/17 |

| | |
|---|-----------------------|
| <u>The Mental Health Center</u> | 447-2111 |
| 25 W. Main St., Conway, NH 03818 | |
| 70 Bay St., Wolfeboro 03894 | 569-1884 |
| <u>New Horizons</u> | Shanon Mason 356-6310 |
| 626 Eastman Road, Center Conway, NH 03818 | DS Director |

| | | | |
|-----|-------------------|--|-------|
| '21 | *Maddie Costello, | | 9/06 |
| '20 | *Carrie Duran, | | 1/17 |
| '21 | James Salmon, | | 11/03 |

| | |
|--------------------------------------|----------|
| <u>The Mental Health Center</u> | 237-4955 |
| 55 Colby St., Colebrook 03576 | |
| 69 Brooklyn St., Groveton 03582 | 636-2555 |
| <u>Vershire Center</u> | |
| 24 Depot Street, Colebrook, NH 03576 | 237-5721 |

| | | | |
|-----|----------------|--|--------|
| '20 | Georgia Caron, | | [5/08] |
|-----|----------------|--|--------|

| | |
|---|---------------------------|
| <u>White Mountain Mental Health</u> | Bethany Isenberg 444-5358 |
| | Director of BH |
| 29 Maple St., Box 599, Littleton 03561 | |
| <u>Common Ground</u> | Mark Vincent 837-9547 |
| 24 Lancaster Road, Whitefield, NH 03584 | DS Director |

| | | | |
|-----|-----------|--|------------|
| '22 | Bob Fink, | | 1/07, 3/13 |
|-----|-----------|--|------------|

Executive Committee: S. Michaud, M. McClellan, J. Salmon, M. Costello, D. Borchers, E. Johnson

Finance Committee: J. Salmon, M. McClellan, S. Michaud, B. Fink, D. Borchers, M. Costello, D. Heon

Program Committee: M. McClellan, M. Costello, G. Caron, C. Duran, S. Gaetjens-Olsen, L. Charles

Development Committee: C. Duran, D. Borchers, M. McClellan, M. Costello, K. Blake, S. Mason, S. Gaetjens-Olsen, S. Wiggin

*Member representing consumer with developmental disability / NOTE: Bylaws state that a minimum of 7 meetings, including the Annual Business Meeting, must be held.

Last revised: 12/19, 4/20

DALE HEON

EMPLOYMENT HISTORY:

Apr. 2007 - Present

NORTHERN HUMAN SERVICES INC., Conway, NH

Job Title: Chief Financial Officer

Provide strategic management of the accounting and finance functions of a private non-profit corporation.

Lead and supervise Controller, Accounting and Payroll staff. Direct accounting policies, procedures and internal controls. Recommend and implement improvements to ensure the integrity of the company's financial information.

Budget preparation and submission to State of NH Department of Health and Human Services. Quarterly reporting to State of NH of budget vs. actual expenses and revenue. Oversee financial system implementations and upgrades. Federal and State grant management and accounting.

Lead and supervise Director of Information Technology and collaborate on technology decisions. Computer network encompasses multiple sites in rural northern locations.

Manage relationships with banking, investment institutions, and outside audit firm. Identify and manage business risks and insurance requirements. Present monthly financial data to the Finance Committee of the Board of Directors.

Jan. 2007 – Apr. 2007

Robert Half International, Manchester, NH

Job Title: Interim Chief Financial Officer (client)

Worked exclusively at client location (Northern Human Services Inc). See list of duties and responsibilities above. Hired directly by Northern after successful completion of budget submission to State of New Hampshire.

Jul. 1999 - Oct. 2006

BRANDPARTNERS INC. (formerly Willey Brothers, Inc.), Rochester, NH

Job Title: Controller

Helped grow a new division (commercial construction management) from \$5 million in revenue per year in 1999 to over \$30 million in 2006. Total company revenue estimated to be over \$50 million in 2006.

Instrumental in successful implementation of new project accounting software during period of high growth.

Responsible for revenue recognition and accruing all work-in-process costs each month using the percentage of completion method. Full profit & loss report responsibility.

Balance sheet account reconciliation, A/P, A/R including collections, revenue forecasting, budgeting, and exposure to SEC reporting 10Q/10-K. Reviewed and signed off on SEC reporting related to my division.

Prepared corporate cash flow forecasting, prepared and entered monthly journal entries, helped create customized detailed profitability analysis report by job.

Produced pro-forma income statements for new endeavors or potential acquisitions. Interfaced with outside auditors at quarter-end and year-end for financial statement verification.

Dec 1995 - July 1999

CABLETRON SYSTEMS, INC., Rochester, NH

Job Title: Senior Credit Analyst

Collected commercial overdue accounts receivable for this \$1+ Billion revenue high tech company. Collection territory consisted mostly of government resellers; leasing companies and averaged \$12-\$15 million per month.

Set-up and maintained Escrow Agreements between banks and 8A or minority owned businesses to ensure payment on multi-million dollar government contracts.

Prepared journal entries for reconciliation of customer accounts; prepared short-term rental quotes for customers.

Acted as liaison between our sales force, outside leasing companies (GE Capital Etc.) and our customers. Managed multi-million dollar stocking orders-including billing, collections, and inventory management.

Recruited, supervised, and trained college interns.

Oct. 1989 to Dec 1995

WILLEY BROTHERS, INC., Rochester, NH

Job Title: Assistant Financial Manager

As part of the Senior Management Team, maintained all accounting systems for this \$11m manufacturing company: G/L, A/R including collections, A/P, fixed assets, payroll, Personnel/Human Resources, state sales taxes, cash flow analysis and projection, financial report generation, and budgets.

Responsible for computer network, all telecommunication needs, maintain rental property - collect rent, building maintenance and upkeep, negotiate and prepare lease agreements.

EDUCATION:

1996-1999:

PLYMOUTH STATE UNIVERSITY, Plymouth, NH - Master of Business Administration Program

M.B.A. - Graduated with Honors -GPA 3.88/4.00; Member of Delta Mu Delta - National Honor Society

1987 - 1991:

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH - Whittemore School of Business and Economics

B.S. in Business Administration

SOFTWARE RESOURCES:

Microsoft Great Plains Dynamics ERP (Project Accounting, A/R, A/P, Sales Order Processing); SAP ERP (Credit Management, A/R, Order Entry); Solomon Accounting; Microsoft Excel, Word, and PowerPoint; Lotus 1-2-3; Dbase IV.

ERIC M. JOHNSON



SENIOR MANAGEMENT EXECUTIVE

Cross-Functional Experience & Cross System Expertise

2013 – Present CEO

Responsible for the management of a \$37 million mental health and developmental service organization. Assuring the delivery and quality of essential services to individuals living in a rural environment. Northern Human Services serves over 5,000 individuals and employs over 600 employees.

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

- *Contract Development & Monitoring
- *Budget Development
- *Consumer Rights Protection
- *Policy Development
- *Inter-Agency Collaboration
- *Corporate Compliance
- *Quality Assurance
- *Program Development
- *Grant Writing
- *Personnel Management

PROFESSIONAL EXPERIENCE

Northern Human Services - Conway, NH

1984 – Present

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

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

ERIC M. JOHNSON

-Page 2-

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

Examples of Leadership:

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

Northern NH Council on Alcoholism - Dummer, NH

1983 -1985

- **DRUG AND ALCOHOL COUNSELOR**

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

1982 - 1983

- **VISTA VOLUNTEER**

EDUCATION

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

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

Suzanne Gaetjens-Oleson, MACP, LCMHC



Educational History:

Bachelor of Arts, Psychology Major, Hampshire College, Amherst, MA, 1993

Master of Counseling Psychology, Antioch New England Graduate School, Keene, NH, 1996

Employment History:

Regional Mental Health Administrator, Northern Human Services, May 2013-present Direct the regional management, operations and provision of services to individuals with mental illness and substance abuse in accordance with Agency Policy, federal and state laws and regulations. Responsible for overseeing compliance efforts in the Agency, supervising the Medical Records Auditor and the members of the Quality Improvement and Compliance Team. Responsible for overseeing the Electronic Medical Record team and leading the agencies efforts to comply with Meaningful Use Requirements.

Director, Quality Improvement/Compliance, Northern Human Services, February 2012-May 2013, Responsibility for Corporate Compliance and Quality Improvement functions such as assisting management with the ongoing review and amendment of administrative and treatment policies; investigating and acting on matters related to compliance, including management of internal reports of concern, leading and coordinating the preparation for reviews of the Agency by external entities, maintaining quality improvement processes that measure outcomes of services delivered, using data from information technology systems to analyze, create and disseminate reports that summarize service utilization and trends; coordinating regional planning processes and developing plan documents for funding sources as required. Coordinate, synthesize and provide summary reports of quality indicators to MC on a regular basis. Provide necessary compliance trainings to staff.

Director of Children's Services, June 2000-February 2012 Northern Human Services, White Mountain Mental Health, June 2000 to present. Responsible for the supervision and management of the "children's team", represent Northern Human Services at Children's Director's state team meeting, writing small grants, developing and sustaining positive collaborative relationships with other child serving systems, maintain children's charts to Medicaid and federal standards, maintain clinical caseload.

Clinician, White Mountain Mental Health and Developmental Services, May 1996-June 2000. Assessment and ongoing counseling with children and families. Daytime emergency service coverage.

Emergency Service Clinician, White Mountain Mental Health and Development Services, April 1995-May 1996. Day and night coverage of emergency services to psychiatric patients including psychosocial assessments and emergency evaluations and interventions.

Charge Counselor, Northern New Hampshire Youth Services, and Bethlehem NH. May 1993-November 1994. Conducted psychosocial assessments, emergency evaluations, provided direct counseling services and staff supervision at this group home for emotionally disturbed adolescent females. (This home has changed ownership since I was employed there and is now part of the NFI system.)

Continuing Education Experiences:

-Two intensive weeklong seminars with Daniel Hughes, which focused on work with children who have suffered trauma, loss, and disrupted attachment.

-Seminars required for License (total 65 continuing education credits during every two-year license period, including six ethics credits)

-Trauma Focused Cognitive Behavioral Therapy--trained with Dartmouth, received weekly supervision with Craig Donnelly, MD and Sarah Sterns, PhD.

Helping the Non-compliant Child-trained with Dartmouth, received weekly supervision with Sarah Sterns, PhD.

Goal: To continue working in a capacity that supports people affected by mental illness and promotes their ability to be positive contributors and participants in their communities.

References Available Upon Request

Northern Human Services

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|------------------------|---------------------------|--------------|---------------------------|--------------------------------|
| Eric Johnson | CEO | \$164,133.32 | 50% | \$82,066 |
| Dale Heon | CFO | \$112,415.94 | 50% | \$56,207 |
| Suzanne Gaetjens-Olsen | MH Regional Administrator | \$80,995.20 | 100% | \$80,995 |
| | | | | |
| | | | | |

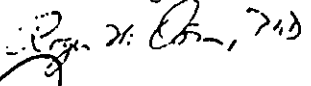
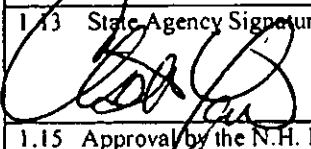
Subject: Rapid Response (SS-2020-DBH-07-RAPID-02)

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 New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name West Central Services, Inc. | | 1.4 Contractor Address 9 Hanover St. Suite 2 Lebanon, NH 03766 | |
| 1.5 Contractor Phone Number (603) 448-0126 | 1.6 Account Number 05-095-092-922010- 19090000-102-500731 | 1.7 Completion Date August 19, 2021 | 1.8 Price Limitation \$173,195 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature  Date: 4/3/20 | | 1.12 Name and Title of Contractor Signatory Roger W. Osmun, PhD President/CEO | |
| 1.13 State Agency Signature  Date: 6.5.2020 | | 1.14 Name and Title of State Agency Signatory Associate Commissioner Christie Tappin | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/17/20 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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, eliminates 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 hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 early 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 attached 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

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 assignee 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.



EXHIBIT A

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 issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 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 two (2) years 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 B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Two (2).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.

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EXHIBIT B

- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in subsection 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
- 1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
- 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;
 - 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;

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4/3/20



EXHIBIT B

- 1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.
- 1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:
 - 1.12.1. Assertive community treatment;
 - 1.12.2. Supported employment;
 - 1.12.3. Illness management and recovery;
 - 1.12.4. Therapeutic behavioral services;
 - 1.12.5. Family support; and
 - 1.12.6. Medication management.
- 1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:
 - 1.13.1. Modular Approach to Therapy for Children (MATCH);
 - 1.13.2. Trauma-focused cognitive behavioral therapy; and
 - 1.13.3. Supported employment for individuals for whom it is developmentally appropriate.
- 1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:
 - 1.14.1. Evaluations;
 - 1.14.2. Withdrawal management;
 - 1.14.3. Outpatient counseling;
 - 1.14.4. Residential services; and
 - 1.14.5. Recovery supports.
- 1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:
 - 1.15.1. Medication Assisted Treatment (MAT);
 - 1.15.2. Cognitive Behavioral Therapy (CBT);
 - 1.15.3. Motivational Enhancement Therapy (MET);
 - 1.15.4. Seeking Safety;

RWO



EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Two (2), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

- 2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.
- 2.2. The Contractor shall ensure that Contractor staff receive training on:
 - 2.2.1. New Hampshire Rapid Response goals and objectives;
 - 2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;
 - 2.2.3. Guideline-based crisis intervention;

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EXHIBIT B

- 2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and
- 2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.
- 2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:
 - 2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.
 - 2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).
 - 2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.
 - 2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.
 - 2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.
 - 2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.
 - 2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.
 - 2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.
 - 2.3.5. If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.
 - 2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.



EXHIBIT B

- 2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

- 3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.
- 3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.
- 3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.
- 3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.
- 3.4.1. The Contractor shall provide a \$20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.
- 3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.
- 3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.
- 3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.
- 3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.
- 3.7. The Contractor may utilize funding in this Agreement designated for data

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EXHIBIT B

infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

- 4.1. 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.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Culturally and Linguistically Appropriate Services (CLAS)
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 5.3. Credits and Copyright Ownership
 - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

RWO



EXHIBIT B

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. Operation of Facilities: Compliance with Laws and Regulations
 - 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

RW
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EXHIBIT B

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. 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 Indirect Cost Rate of 10.00% 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.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

| BUDGET | |
|---|------------------|
| Line Item | Amount |
| Staffing | \$113,500 |
| Fringe and Benefits | \$ 34,050 |
| Personal Protective Equipment, Supplies, Technology, and Training | \$ 5,400 |
| Data Collection | \$ 4,500 |
| Indirect Costs on Clinical Services | \$ 15,295 |
| Indirect Costs on Data Collection | \$ 450 |
| Total | \$173,195 |

- 3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
 - 3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
 - 3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served

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EXHIBIT C

indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

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

RWO
Date 6/3/20



EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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 Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 12.1.1. 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.
 - 12.1.2. 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.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. 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 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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EXHIBIT C

- 12.3. 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.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
- 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
- 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
- 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. 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.

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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 GRANTEEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

Substance Use Services - 251 Elm Street, Claremont, Sullivan County, NH 03743

Newport Child and Family Services - 71 Belknap Avenue, Newport, Sullivan County, NH 03773

Claremont Adult Services - 52 West Pleasant Street, Claremont, Sullivan County, NH 03743

Lebanon Adult, Child and Family Services - 85 Mechanic Street, Lebanon, Grafton County, NH 03766

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

4/3/20
Date

Vendor Name:
West Central Services, Inc.

Roger W. Osmun, PhD

Name: Roger W Osmun, PhD
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:
West Central Services, Inc.

4/3/20
Date

Roger W. Osmon, PhD
Name: Roger W. Osmon, PhD
Title: President/CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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 (1)(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.

4/3/20
Date

Vendor Name:
West Central Services, Inc.

Roger H. Osmun, PhD

Name: Roger Osmun, PhD
Title: President/CEO



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

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

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

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

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

Exhibit G

Vendor Initials

RWO

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

New Hampshire Department of Health and Human Services
Exhibit G



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

The 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.

4/3/20
Date

Vendor Name:
West Central Services, Inc.

Roger W. Osmun, PhD
Name: Roger W. Osmun, PhD
Title: President/CEO

Exhibit G

Vendor Initials

RWO

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



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:
West Central Services, Inc.

4/3/20
Date

Roger W. Osmun, PhD
Name: Roger W. Osmun, PhD
Title: President/CEO



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) Definitions

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I

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

Name of Authorized Representative

Title of Authorized Representative

Date

West Central Services, Inc.

Name of the Contractor

Signature of Authorized Representative

Roger W. Osmun

Name of Authorized Representative

President/CEO

Title of Authorized Representative

Date



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

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

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

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

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

The 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:
West Central Services, Inc.

Roger W. Osmun, PhD

Date

4/3/20

Name: Roger W. Osmun, PhD
Title: President/CEO

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FORM A

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

1. The DUNS number for your entity is: 150883403
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

DHHS Information Security Requirements



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

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

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

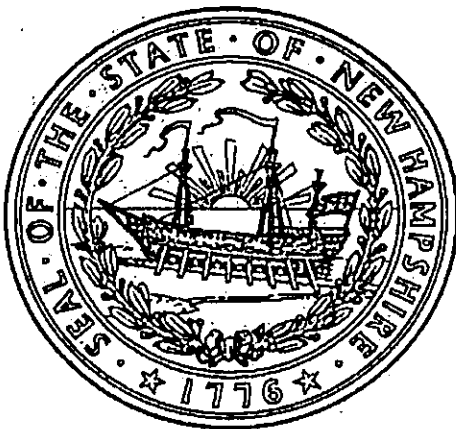
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1985. 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: 85174

Certificate Number: 0004914867



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May A.D. 2020.

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

William M. Gardner

Secretary of State

State of New Hampshire

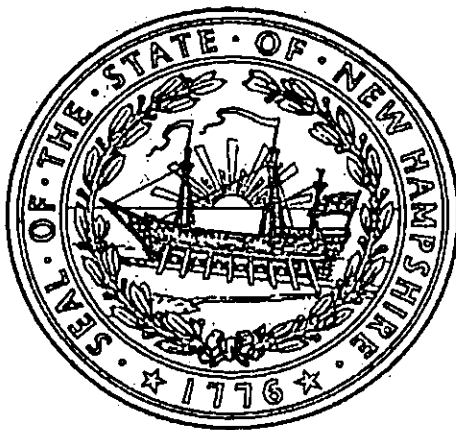
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL BEHAVIORAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on February 05, 2001. 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: 367817

Certificate Number: 0004914868



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of May A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

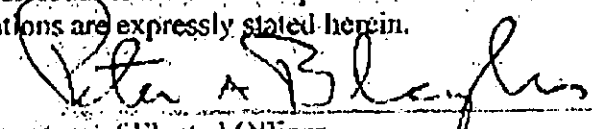
I, Peter Bleyler, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of West Central Services, Inc. dba West Central Behavioral Health.
2. The following is a true copy of a vote taken at an meeting of the Board of Directors/shareholders, duly called and held on May 26, 2020, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Roger Osman, President and Chief Executive Officer, and Robert Gonyo, Chief Financial Officer, are duly authorized on behalf of West Central Services, Inc. dba West Central Behavioral Health, to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate 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: 5/27/20


Signature of Elected Officer

Name: Peter Bleyler

Title: Chair of the Board of Directors

State of New Hampshire
County of Grafton

The foregoing instrument was acknowledged before me this 26th day of May, 2020.


New Hampshire Notary Public

My Commission Expires Oct 17, 2023

NANCY NOWELL, Justice of the Peace
State of New Hampshire
My Commission Expires October 17, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2020

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.

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

| | | | |
|--|---|------------------------|---------------|
| PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com | CONTACT NAME: | FAX (A/C, No): | |
| | PHONE (A/C, No, Ext): | E-MAIL ADDRESS: | |
| CN102105463--gaup-19-20 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Capitol Specialty Insurance Corporation | | 10328 |
| | INSURER B : N/A | | N/A |
| | INSURER C : N/A | | N/A |
| | INSURER D : | | |
| | INSURER E : | | |

INSURED West Central Services, Inc
dba West Central Behavioral Health
9 Hanover Street, Suite 2
Lebanon, NH 03786

COVERAGES **CERTIFICATE NUMBER:** NYC-010893543-01 **REVISION NUMBER:** 1

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | HS02726188-04 | 11/01/2019 | 11/01/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

| | |
|---|---|
| CERTIFICATE HOLDER Department of Health and Human Services, State of New Hampshire, 129 Pleasant Street, Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i> |
|---|---|

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/18/2020

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.

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

| | | |
|--|---|------------------------|
| PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110 | CONTACT NAME: Tina Housman PHONE (A/C No. Ext): E-MAIL ADDRESS: thousman@hayscompanies.com FAX (A/C No.): INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company, Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | NAIC # 42376 |
|--|---|------------------------|

COVERAGES **CERTIFICATE NUMBER:** 20-21 WC **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|------------------------------|----------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | TWC3877857 | 6/1/2020 | 6/1/2021 | X <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

CERTIFICATE HOLDER

| | |
|---|--|
| NH DHHS 129 Pleasant Street Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/GSCHIC |
|---|--|

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May 15, 2018

Mission

West Central Behavioral Health's mission is to promote the health and quality of life of individuals, families and communities by providing treatment for mental illness and substance use disorders, while helping to reduce the stigma associated with these challenging conditions.

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

FINANCIAL STATEMENTS

June 30, 2019

West Central Services, Inc.
d/b/a West Central Behavioral Health
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June 30, 2019

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2019 and 2018, and the related statement of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our 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.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 15-18 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Effect of Adopting New Accounting Standard

As discussed in Note 15 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, Braragan + Sargent

St. Albans, Vermont
September 23, 2019

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

| | <u>2019</u> | <u>2018</u> |
|------------------------------------|---------------------|---------------------|
| CURRENT ASSETS | | |
| Cash and cash equivalents | \$ 393,604 | \$ 438,761 |
| Investments | 504,270 | 463,548 |
| Restricted cash | 98,074 | 125,744 |
| Accounts receivable - trade, net | 348,486 | 351,371 |
| Accounts receivable - other | 262,035 | 203,720 |
| Due from affiliates | 19,276 | 1,413 |
| Prepaid expenses | 80,064 | 109,844 |
| TOTAL CURRENT ASSETS | <u>1,705,809</u> | <u>1,694,401</u> |
| PROPERTY AND EQUIPMENT, net | <u>601,659</u> | <u>623,133</u> |
| OTHER ASSETS | | |
| Investment | 105,219 | 101,340 |
| Deposits | 31,880 | 27,417 |
| TOTAL OTHER ASSETS | <u>137,099</u> | <u>128,757</u> |
| TOTAL ASSETS | <u>\$ 2,444,567</u> | <u>\$ 2,446,291</u> |

LIABILITIES AND NET ASSETS

| | | |
|---|---------------------|---------------------|
| CURRENT LIABILITIES | | |
| Line of credit | \$ 328,462 | \$ 429,493 |
| Accounts payable | 88,493 | 56,187 |
| Accrued payroll and related expenses | 89,506 | 25,801 |
| Deferred revenue | 121,817 | 103,838 |
| Deposits and other current liabilities | 34,063 | 8,921 |
| Current portion of long-term debt payable | 29,003 | 98,739 |
| TOTAL CURRENT LIABILITIES | 691,344 | 722,979 |
| LONG-TERM DEBT, less current portion above | <u>548,312</u> | <u>577,313</u> |
| TOTAL LIABILITIES | <u>1,239,656</u> | <u>1,300,292</u> |
| NET ASSETS | | |
| Net Assets without donor restrictions | <u>1,204,911</u> | <u>1,145,999</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 2,444,567</u> | <u>\$ 2,446,291</u> |

See Accompanying Notes to Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Years Ended June 30,

| | 2019 | | | 2018 |
|--|---|--|---------------------|---------------------|
| | Net Assets without Donor Restrictions | Net Assets with Donor Restrictions | All Funds | |
| PUBLIC SUPPORT AND REVENUES | | | | |
| Public support: | | | | |
| State of New Hampshire Bureau of Behavioral Health | \$ 321,876 | \$ - | \$ 321,876 | \$ 317,878 |
| Other public support | 325,928 | - | 325,928 | 404,132 |
| Grants | 483,227 | - | 483,227 | 146,426 |
| In-Kind support | - | - | - | 17,224 |
| Total public support | <u>1,131,031</u> | <u>-</u> | <u>1,131,031</u> | <u>885,660</u> |
| Revenues: | | | | |
| Program service fees | 7,762,189 | - | 7,762,189 | 7,771,399 |
| Contracted services | 596,044 | - | 596,044 | 517,481 |
| Rental income | 152,606 | - | 152,606 | 154,069 |
| Other revenue | 47,364 | - | 47,364 | 40,846 |
| Total revenues | <u>8,558,203</u> | <u>-</u> | <u>8,558,203</u> | <u>8,483,795</u> |
| TOTAL PUBLIC SUPPORT AND REVENUES | <u>9,689,234</u> | <u>-</u> | <u>9,689,234</u> | <u>9,369,455</u> |
| EXPENSES | | | | |
| State of New Hampshire Bureau of Behavioral Health funded program services: | | | | |
| Adult Maintenance | 3,272,214 | - | 3,272,214 | 3,279,315 |
| Adult Vocational | 174,085 | - | 174,085 | 181,466 |
| Children | 2,837,525 | - | 2,837,525 | 2,973,854 |
| ACT Team | 648,120 | - | 648,120 | 598,962 |
| Emergency services | 528,632 | - | 528,632 | 565,341 |
| Housing services | 1,227,417 | - | 1,227,417 | 1,188,954 |
| General adult | 482,044 | - | 482,044 | 504,366 |
| Other Non-BBH funded program services | <u>502,258</u> | <u>-</u> | <u>502,258</u> | <u>357,278</u> |
| TOTAL EXPENSES | <u>9,672,295</u> | <u>-</u> | <u>9,672,295</u> | <u>9,649,536</u> |
| CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES | 16,939 | - | 16,939 | (280,081) |
| OTHER INCOME | | | | |
| Investment Income | <u>41,973</u> | <u>-</u> | <u>41,973</u> | <u>37,409</u> |
| INCREASE (DECREASE) IN NET ASSETS | 58,912 | - | 58,912 | (242,672) |
| NET ASSETS, beginning of year | <u>1,145,999</u> | <u>-</u> | <u>1,145,999</u> | <u>1,388,671</u> |
| NET ASSETS, end of year | <u>\$ 1,204,911</u> | <u>\$ -</u> | <u>\$ 1,204,911</u> | <u>\$ 1,145,999</u> |

See Accompanying Notes to Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

| | <u>2019</u> | <u>2018</u> |
|---|-------------------|-------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Change in net assets | \$ 58,912 | \$ (242,672) |
| Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities: | | |
| Depreciation | 85,997 | 89,166 |
| Unrealized gain on investment in partnership | (3,879) | (447) |
| (Increase) decrease in the following assets: | | |
| Accounts receivable - trade | 2,885 | 124,749 |
| Accounts receivable - other | (58,315) | (45,228) |
| Due from affiliates | (17,863) | (757) |
| Prepaid expenses | 29,780 | (17,422) |
| Restricted Cash | 27,670 | (1,555) |
| Security Deposits | (4,463) | (1,000) |
| Increase (decrease) in the following liabilities: | | |
| Accounts payable | 32,306 | (11,787) |
| Accrued payroll and related expenses | 63,705 | (152,593) |
| Deferred revenue | 17,979 | 22,377 |
| Deposits and other current liabilities | 25,142 | (3,841) |
| NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES | <u>259,856</u> | <u>(241,010)</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Purchases of property and equipment | (64,523) | (24,253) |
| Investment activity, net | <u>(40,722)</u> | <u>(45,335)</u> |
| NET CASH USED BY INVESTING ACTIVITIES | <u>(105,245)</u> | <u>(69,588)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Proceeds on line of credit | 8,834,298 | 6,194,779 |
| Repayment on line of credit | (8,935,329) | (5,984,732) |
| Repayment of notes payable | <u>(98,737)</u> | <u>(106,849)</u> |
| NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES | <u>(199,768)</u> | <u>103,198</u> |
| NET DECREASE IN CASH AND CASH EQUIVALENTS | (45,157) | (207,400) |
| CASH AND CASH EQUIVALENTS, Beginning of year | <u>438,761</u> | <u>646,161</u> |
| CASH AND CASH EQUIVALENTS, End of year | <u>\$ 393,604</u> | <u>\$ 438,761</u> |
| SUPPLEMENTAL DISCLOSURE | | |
| Cash paid during the year for interest | <u>\$ 17,799</u> | <u>\$ 21,692</u> |

See Notes to Accompanying Financial Statements

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

West Central Services, Inc. d/b/a West Central Behavioral Health (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 (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).

Income Taxes

The Center is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is not a private foundation. Therefore no provision for income tax expense has been reflected in these financial statements.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2016 remain open for potential examination by major tax jurisdictions generally for three years after they were filed.

Basis of Presentation

The financial statements 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 Organizations" (the "Guide"). (ASC) 958-205 was effective January 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 assets of the Center and changes therein are classified as follows:

Net assets without donor restrictions: 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.

Net assets with donor restrictions: 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 Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Estimates

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

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and Cash Equivalents

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

Accounts Receivable

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

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major 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.

During 2019, the Center decreased its estimated percentage in the allowance for doubtful accounts from 33% to 28% of the total patient receivables. The allowance for doubtful accounts decreased to \$134,356 as of June 30, 2019 from \$177,142 as of June 30, 2018.

Property and Equipment

All property and equipment is recorded at cost, or estimated fair value at date of acquisition. The Center follows the policy of charging to costs and expenses annual amounts of depreciation, which allocates the cost of property and equipment over estimated useful lives. The Center has a policy of capitalizing assets with a cost in excess of \$1,000 and a life greater than one year. The Center uses the straight-line method for determining the annual charge for depreciation. Asset lives range from 2-40 years.

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

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

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 payment 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 \$7,762,189, of which \$7,493,806 was revenue from third-party payers and \$268,383 was revenue from self-pay clients.

Third-Party Contractual Arrangements

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

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.

Functional Allocation of Expenses

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

Vacation Pay and Fringe Benefits

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

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Advertising

Advertising costs are expensed to operating expenses as incurred. Advertising expense for the years ended June 30, 2019 and 2018 was \$21,209 and \$17,728, respectively.

Concentration of Credit Risk

The Center maintains cash balances at several financial institutions. Accounts at financial institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times throughout the year, cash balances with these institutions exceed that amount. The Center has not incurred any losses related to uninsured cash.

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 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

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

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. Payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs.

Approximately 88% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2019. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 3 LIQUIDITY

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

| | |
|--|---------------------|
| Cash and Cash Equivalents | \$ 393,604 |
| Accounts Receivable (net) | 610,521 |
| Investments | <u>504,270</u> |
| Financial assets available within one year for general expenditures | <u>\$ 1,508,395</u> |

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

Investments in real estate and partnerships are not included as they are not considered to be available within one year.

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

NOTE 4 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

| | <u>2019</u> | <u>2018</u> |
|---|-------------------|-------------------|
| ACCOUNTS RECEIVABLE - TRADE | | |
| Medicaid | \$ 255,122 | \$ 281,498 |
| Medicare | 81,453 | 86,527 |
| Third party insurance companies | 80,205 | 107,021 |
| Clients | <u>66,062</u> | <u>53,467</u> |
| | 482,842 | 528,513 |
| Allowance for doubtful accounts and estimated contractual allowances | <u>(134,356)</u> | <u>(177,142)</u> |
| TOTAL ACCOUNTS RECEIVABLE - TRADE | <u>\$ 348,486</u> | <u>\$ 351,371</u> |

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 4 ACCOUNTS RECEIVABLE (continued)

Other accounts receivable of the Center consisted of the following at June 30:

| | <u>2019</u> | <u>2018</u> |
|---------------------------------------|-----------------------|-----------------------|
| ACCOUNTS RECEIVABLE - OTHER | | |
| Various contracts | \$ 93,274 | \$ 78,911 |
| Rents | 461 | 5,416 |
| Bureau of Behavioral Health | 26,073 | 52,151 |
| IDN Grant | 71,607 | 34,596 |
| Other | <u>70,620</u> | <u>32,646</u> |
| TOTAL ACCOUNTS RECEIVABLE - OTHER | <u>\$ 262,035</u> | <u>\$ 203,720</u> |

NOTE 5 PROPERTY AND EQUIPMENT

The Center had property and equipment consisting of the following at June 30:

| | <u>2019</u> | <u>2018</u> |
|-----------------------------------|-----------------------|-----------------------|
| Land | \$ 20,695 | \$ 20,695 |
| Building and improvements | 833,557 | 791,807 |
| Furniture, fixtures and equipment | 612,905 | 591,173 |
| Vehicles | 21,375 | 21,375 |
| Project in Progress | <u>7,500</u> | <u>6,459</u> |
| | 1,496,032 | 1,431,509 |
| Accumulated depreciation | <u>(894,373)</u> | <u>(808,376)</u> |
| Net book value | <u>\$ 601,659</u> | <u>\$ 623,133</u> |

Depreciation expense for the years ended June 30, 2019 and 2018 was \$85,997 and \$89,166, respectively.

NOTE 6 INVESTMENTS

The Center has invested funds in various mutual funds with The Vanguard Group. The approximate breakdown of these investments are as follows at June 30,:

| <u>2019</u> | <u>Cost</u> | <u>Unrealized Gain (Loss)</u> | <u>Market Value</u> |
|--------------|-------------------|-----------------------------------|-------------------------|
| Equity Funds | <u>\$ 353,727</u> | <u>\$ 150,543</u> | <u>\$ 504,270</u> |

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 6 INVESTMENTS (continued)

| <u>2018</u> | <u>Cost</u> | <u>Unrealized Gain (Loss)</u> | <u>Market Value</u> |
|--------------|-------------|-----------------------------------|-------------------------|
| Equity Funds | \$ 343,269 | \$ 120,279 | \$ 463,548 |

Investment income consisted of the following at June 30,:

| | <u>2019</u> | <u>2018</u> |
|------------------------|------------------|------------------|
| Interest and dividends | \$ 11,709 | \$ 11,007 |
| Unrealized gains | <u>30,264</u> | <u>26,402</u> |
| | <u>\$ 41,973</u> | <u>\$ 37,409</u> |

| | <u>2019</u> | <u>2018</u> |
|--|-------------|-------------|
| Investments in Behavioral Information Systems, LLC | \$ 105,219 | \$ 101,340 |

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested \$88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 2019 and 2018 was \$3,879 and \$447, respectively.

NOTE 7 FAIR VALUE MEASUREMENTS

Professional accounting standards established 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 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy 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.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 7 FAIR VALUE MEASUREMENTS (continued)

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

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 8 DEFERRED REVENUE

The Center's deferred revenue consisted of the following at June 30:

| | <u>2019</u> | <u>2018</u> |
|-----------------------|-------------------|-------------------|
| Operational Funding | \$ 79,000 | \$ 61,500 |
| In-Shape | 15,759 | 5,000 |
| Substance Abuse Grant | - | 11,838 |
| IT Grant | - | 12,000 |
| MATCH Grant | - | 13,500 |
| CEO Search | 19,558 | - |
| Facility Upgrades | <u>7,500</u> | <u>-</u> |
| | <u>\$ 121,817</u> | <u>\$ 103,838</u> |

NOTE 9 LONG-TERM DEBT

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

| | <u>2019</u> | <u>2018</u> |
|---|-------------|-------------|
| Rivermill Housing leasehold note payable, 0% interest, principal only payment of \$5,000 made annually, due July 2019 | \$ - | \$ 5,000 |
| Mascoma Term Loan, 4.0% interest, principal and interest payments of \$6,130 made monthly, due April 2019 | - | 60,201 |
| Mascoma Term Loan, 4.0% interest, principal and interest payments of \$2,953 made monthly, due April 2020 | 29,003 | 62,539 |

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 9 LONG-TERM DEBT (continued)

| | <u>2019</u> | <u>2018</u> |
|---|-------------------|-------------------|
| Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034. | <u>548,312</u> | <u>548,312</u> |
| | 577,315 | 676,052 |
| Less: Current portion | <u>(29,003)</u> | <u>(98,739)</u> |
| | <u>\$ 548,312</u> | <u>\$ 577,313</u> |

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

| <u>June 30,</u> | |
|-----------------|-------------------|
| 2020 | \$ 29,003 |
| 2021 | - |
| 2022 | - |
| 2023 | - |
| 2024 | - |
| Thereafter | <u>548,312</u> |
| Total | <u>\$ 577,315</u> |

Interest expense was \$17,799 and \$21,692 for the years ended June 30, 2019 and 2018, respectively.

NOTE 10 LINE OF CREDIT

As of June 30, 2019 and 2018, the Center had available a line of credit with maximum amounts available of \$500,000, and collateralized by all property and the investment account held with Vanguard. The amount available is limited to 75% of receivables less than 90 days old. As of June 30, 2019 and 2018, the outstanding balance was \$328,462 and \$429,493 respectively. The effective interest rate at June 30, 2019 and 2018 was 4.25% and 4.25%, respectively. The line of credit expires in April, 2020.

NOTE 11 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

The Center is a 50% owner in BIS for which it contracts for management information systems and information technology support. During 2019 and 2018, the Center paid BIS \$58,124 and \$22,701, respectively, for services rendered. At June 30, 2019 and 2018, the Center owed BIS \$4,559 and \$150, respectively, for current services.

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 11 RELATED PARTY TRANSACTIONS (continued)

The Center from time to time provides advances to BIS for payroll and other operating costs for which BIS reimburses the Center. As of June 30, 2019 and 2018, BIS owed the Center \$19,276 and \$1,413, respectively, for advances that had not been repaid.

The Geisel School of Medicine at Dartmouth

The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services including administrative and clinical personnel. During fiscal years ended June 30, 2019 and 2018 the Center paid \$165,003 and \$168,162, respectively.

NOTE 12 EMPLOYEE RETIREMENT PLAN

The Center maintains a tax deferred employee retirement plan for its employees. The plan is a defined contribution plan that covers substantially all full-time employees who meet certain eligibility requirements. During the years ended June 30, 2019 and 2018, there were no employer contributions to this retirement plan.

NOTE 13 CONCENTRATIONS OF CREDIT RISK

The Center grants credit without collateral to its clients, most of whom are area residents and are insured under third-party payer agreements. The mix of receivables due from clients and third-party payers is as follows:

| | <u>2019</u> | <u>2018</u> |
|---------------------|--------------|--------------|
| Due from clients | 14 % | 10 % |
| Insurance companies | 17 | 20 |
| Medicaid | 53 | 53 |
| Medicare | <u>16</u> | <u>17</u> |
| | <u>100 %</u> | <u>100 %</u> |

NOTE 14 OPERATING LEASES

The Center leases real estate and equipment under various operating leases. Minimum future rental payments under non-cancelable operating leases excluding common area maintenance fees as of June 30, 2019 for each of the next five years and in the aggregate are:

West Central Services, Inc.
d/b/a West Central Behavioral Health
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 14 OPERATING LEASES (continued)

| <u>June 30,</u> | |
|-----------------|--------------------|
| 2020 | \$ 716,259 |
| 2021 | 611,900 |
| 2022 | 291,191 |
| 2023 | 45,903 |
| 2024 | 218 |
| Thereafter | <u>-</u> |
| | <u>\$1,665,471</u> |

Total rent expense for the years ended June 30, 2019 and 2018, including rent expense for leases with the remaining term of one year or less and applicable common area maintenance fees, was \$643,010 and \$666,123, respectively.

NOTE 15 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 | \$ (1,145,999) |
| Net Assets without Donor Restrictions | \$ 1,145,999 |

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 23, 2019, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2019, have been incorporated into the basic financial statements herein.

SUPPLEMENTARY INFORMATION

West Central Services, Inc.
d/b/a West Central Behavioral Health
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2019

| | <u>Accounts Receivable Beginning of Year</u> | <u>Gross Fees</u> | <u>Contractual Allowances and Other Discounts Given</u> | <u>Cash Receipts</u> | <u>Accounts Receivable End of Year</u> |
|-----------------|--|----------------------|---|--------------------------|--|
| CLIENT FEES | \$ 53,467 | \$ 1,217,021 | \$ (948,638) | \$ 255,788 | \$ 66,062 |
| OTHER INSURANCE | 107,021 | 824,808 | (416,882) | 434,742 | 80,205 |
| MEDICAID | 281,498 | 8,040,866 | (1,214,324) | 6,852,918 | 255,122 |
| MEDICARE | <u>86,527</u> | <u>1,045,177</u> | <u>(785,839)</u> | <u>264,412</u> | <u>81,453</u> |
| TOTAL | <u>\$ 528,513</u> | <u>\$ 11,127,872</u> | <u>\$ (3,365,683)</u> | <u>\$ 7,807,860</u> | <u>\$ 482,842</u> |

West Central Services, Inc.
d/b/a West Central Behavioral Health
ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES 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>\$ 52,146</u> | <u>\$ 321,876</u> | <u>\$ (347,949)</u> | <u>\$ 26,073</u> |

Analysis of Receipts
Date of Receipt
Deposit Date.

| | Amount |
|----------|-------------------|
| 07/16/18 | \$ 7,323 |
| 07/16/18 | 18,750 |
| 08/22/18 | 7,323 |
| 08/22/18 | 18,750 |
| 09/12/18 | 4,000 |
| 10/01/18 | 7,323 |
| 10/01/18 | 18,750 |
| 10/18/18 | 7,323 |
| 10/18/18 | 18,750 |
| 11/14/18 | 7,323 |
| 11/14/18 | 18,750 |
| 12/13/18 | 7,323 |
| 12/13/18 | 18,750 |
| 02/15/19 | 14,646 |
| 02/15/19 | 37,500 |
| 03/21/19 | 7,323 |
| 03/21/19 | 18,750 |
| 04/22/19 | 7,323 |
| 04/22/19 | 18,750 |
| 05/20/19 | 7,323 |
| 05/21/19 | 18,750 |
| 05/28/19 | 5,000 |
| 05/30/19 | 7,323 |
| 05/30/19 | 18,750 |
| 06/26/19 | 7,323 |
| 06/26/19 | <u>18,750</u> |
| | <u>\$ 347,949</u> |

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2019
Comparative Totals for 2018

| | <u>Total Agency</u> | <u>Total Admin.</u> | <u>Total Programs</u> | <u>Adult Maintenance</u> | <u>Adult Vocational</u> | <u>Children</u> | <u>ACT Team</u> | <u>Emergency</u> | <u>Housing</u> | <u>General Adult</u> | <u>Non-BBH</u> | <u>2018</u> |
|--|-------------------------|-------------------------|---------------------------|------------------------------|-----------------------------|---------------------|---------------------|-------------------|---------------------|--------------------------|-------------------|---------------------|
| Program Services Fees: | | | | | | | | | | | | |
| Net client fees | \$ 268,383 | \$ - | \$ 268,383 | \$ 130,967 | \$ 2,394 | \$ 46,518 | \$ 24,008 | \$ 9,264 | \$ 8,882 | \$ 38,501 | \$ 7,849 | \$ 234,337 |
| Medicaid | 6,826,542 | - | 6,826,542 | 2,210,499 | 73,950 | 3,011,675 | 374,109 | 92,770 | 975,787 | 46,511 | 41,241 | 6,664,969 |
| Medicare | 259,338 | - | 259,338 | 187,853 | 282 | 4,944 | 12,430 | 2,558 | 3,937 | 39,653 | 7,681 | 380,303 |
| Other insurance | 407,926 | - | 407,926 | 145,218 | 707 | 129,513 | 1,290 | 5,064 | 3,745 | 100,810 | 21,579 | 491,790 |
| Public Support - Other: | | | | | | | | | | | | |
| Local/County Government | 79,367 | - | 79,367 | 26,191 | 1,587 | 27,779 | 4,762 | 4,762 | 8,730 | 3,175 | 2,381 | 56,173 |
| Donations/Contributions | 222,066 | - | 222,066 | 73,282 | 4,441 | 77,723 | 13,324 | 13,324 | 24,427 | 8,883 | 6,662 | 324,314 |
| Grants | 483,227 | - | 483,227 | 131,487 | 3,704 | 175,022 | 27,297 | 39,981 | 21,961 | 26,649 | 57,126 | 146,426 |
| In-Kind Support | - | - | - | - | - | - | - | - | - | - | - | 17,224 |
| Other Public Support | 24,495 | - | 24,495 | - | - | 24,495 | - | - | - | - | - | 23,645 |
| BBH: | | | | | | | | | | | | |
| Community Mental Health | 321,876 | - | 321,876 | 2,970 | 180 | 3,150 | 225,540 | 88,416 | 990 | 360 | 270 | 317,878 |
| Other BBH | 596,044 | - | 596,044 | 58,080 | - | 39,109 | 29,870 | 170,998 | - | 102,815 | 195,172 | 517,481 |
| Rental Income | 152,606 | - | 152,606 | 2,086 | - | - | - | - | 150,520 | - | - | 154,069 |
| Other Revenues | 47,364 | - | 47,364 | 2,787 | 84 | 1,745 | 189 | 41,803 | 276 | 227 | 253 | 40,846 |
| TOTAL PUBLIC SUPPORT AND REVENUES | \$ 9,689,234 | \$ - | \$ 9,689,234 | \$ 2,971,420 | \$ 87,329 | \$ 3,541,673 | \$ 712,819 | \$ 468,940 | \$ 1,199,255 | \$ 367,584 | \$ 340,214 | \$ 9,369,455 |

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2019
Comparative Totals for 2018

| | Total Agency | Total Admin. | Total Programs | Adult Maintenance | Adult Vocational | Children | ACT Team | Emergency | Housing | General Adult | Other Non-BBH | 2018 |
|---------------------------|-----------------|-----------------|-------------------|----------------------|---------------------|--------------|-------------|------------|--------------|------------------|------------------|--------------|
| Personnel Costs: | | | | | | | | | | | | |
| Salary & Wages | \$ 6,202,511 | \$ 483,460 | \$ 5,719,051 | \$ 1,972,470 | \$ 97,658 | \$ 1,691,319 | \$ 409,165 | \$ 349,791 | \$ 618,460 | \$ 253,570 | \$ 326,618 | \$ 6,264,781 |
| Employee Benefits | 703,224 | 35,880 | 667,344 | 238,943 | 18,756 | 213,606 | 44,255 | 23,811 | 65,235 | 39,715 | 23,023 | 680,531 |
| Payroll Taxes | 438,769 | 32,782 | 405,987 | 131,323 | 7,604 | 127,469 | 13,510 | 26,979 | 44,852 | 29,269 | 24,981 | 441,833 |
| Professional Fees: | | | | | | | | | | | | |
| Professional Fees | 282,222 | 28,190 | 254,032 | 134,959 | 3,486 | 61,035 | 10,458 | 12,058 | 19,173 | 6,972 | 5,891 | 270,096 |
| Staff Devel. & Training: | | | | | | | | | | | | |
| Staff Development | 29,508 | 12,775 | 16,733 | 6,514 | 2,390 | 2,697 | 1,816 | 875 | 462 | 1,684 | 295 | 40,101 |
| Occupancy Costs: | | | | | | | | | | | | |
| Rent | 672,012 | 19,500 | 652,512 | 207,621 | 10,861 | 207,645 | 42,155 | 26,064 | 86,728 | 39,917 | 31,521 | 673,123 |
| Other Utilities | 91,395 | - | 91,395 | 16,037 | 816 | 20,925 | 3,445 | 1,767 | 46,744 | 1,661 | - | 83,470 |
| Maintenance & Repairs | 97,735 | 1,654 | 96,081 | 23,454 | 1,572 | 27,729 | 5,562 | 3,439 | 28,130 | 1,610 | 4,585 | 91,184 |
| Taxes | 36,000 | - | 36,000 | - | - | - | - | - | 36,000 | - | - | 36,000 |
| Other Occupancy Costs | 182,692 | - | 182,692 | 47,334 | 1,691 | 64,883 | 6,437 | 6,046 | 31,673 | 24,497 | 131 | 160,964 |
| Consumable Supplies: | | | | | | | | | | | | |
| Office/Building/Household | 61,914 | 15,912 | 46,002 | 13,943 | 888 | 12,013 | 3,070 | 1,808 | 11,597 | 1,419 | 1,264 | 52,743 |
| Food | 41,352 | 4,012 | 37,340 | 3,177 | 71 | 4,778 | 1,085 | 159 | 27,241 | 507 | 322 | 36,042 |
| Equipment Rental | 21,591 | 8,246 | 13,345 | 4,998 | 292 | 3,931 | 1,128 | 628 | 803 | 473 | 1,092 | 18,766 |
| Equipment Maintenance | 10,676 | 10,080 | 596 | 242 | 18 | 156 | 54 | 46 | 49 | 18 | 13 | 13,404 |
| Depreciation | 85,997 | 2,476 | 83,521 | 17,623 | 2,130 | 14,962 | 627 | 1,618 | 44,430 | 1,054 | 1,077 | 89,166 |
| Advertising | 21,209 | - | 21,209 | 6,999 | 424 | 7,423 | 1,273 | 1,273 | 2,333 | 848 | 636 | 17,728 |
| Membership Dues | - | - | - | - | - | - | - | - | - | - | - | 14,265 |
| Telephone/Communications | 65,078 | 10,884 | 54,194 | 12,728 | 574 | 17,765 | 3,923 | 8,192 | 6,921 | 1,541 | 2,550 | 63,904 |
| Postage/Shipping | 8,986 | 4,124 | 4,862 | 1,740 | 102 | 2,005 | 388 | 227 | 132 | 151 | 117 | 8,384 |
| Transportation: | | | | | | | | | | | | |
| Staff /Clients | 118,539 | 5,599 | 112,940 | 42,572 | 608 | 36,484 | 16,724 | 4,190 | 4,210 | 3,811 | 4,341 | 116,798 |
| Insurance: | | | | | | | | | | | | |
| General/Liability | 147,523 | - | 147,523 | 47,297 | 2,867 | 50,163 | 8,599 | 8,599 | 19,966 | 5,732 | 4,300 | 142,546 |
| Interest Expense | 17,799 | - | 17,799 | 5,874 | 356 | 6,229 | 1,068 | 1,068 | 1,958 | 712 | 534 | 21,692 |
| Other Expenditures | 335,563 | 53,879 | 281,684 | 100,319 | 4,153 | 93,880 | 14,839 | 13,924 | 29,486 | 10,362 | 14,721 | 294,791 |
| In-Kind Expense | - | - | - | - | - | - | - | - | - | - | - | 17,224 |
| | 9,672,295 | 729,453 | 8,942,842 | 3,036,167 | 157,317 | 2,667,097 | 589,581 | 492,562 | 1,126,583 | 425,523 | 448,012 | 9,649,536 |
| Administrative Allocation | - | (729,453) | 729,453 | 236,047 | 16,768 | 170,428 | 58,539 | 36,070 | 100,834 | 56,521 | 54,246 | - |
| TOTAL PROGRAM EXPENSES | \$ 9,672,295 | \$ - | \$ 9,672,295 | \$ 3,272,214 | \$ 174,085 | \$ 2,837,525 | \$ 648,120 | \$ 528,632 | \$ 1,227,417 | \$ 482,044 | \$ 502,258 | \$ 9,649,536 |



Board of Directors

Peter Bleyler - Chair

Sheila Shulman – Vice Chair – Chair Governance Committee

Anne Page – Secretary/Treasurer – Chair Finance Committee

Clinton Bean – Chair – Quality Improvement Committee

Douglas Williamson MD – Chair – Development and Community Relations Committee

Brooke Adler

Kaitlyn Covel

Kenneth Dolkart MD

Kenneth Goodrow

Brian Lombardo MD

Angela Montano

Sarah Rutter

Karen Sanders

Phillip Stocken PHD

William C. Torrey MD

Alan Green MD – Ex Officio

Roger Osmun PHD – Ex Officio

Diane Roston MD – Ex Officio

Louise C. Jones

Education:

Boston University School of Social Work
Boston, MA
Master in Social Work, 1992

University of Pennsylvania
Philadelphia, PA
Bachelor of Arts, 1973

Roger Williams Hospital School of Nursing
Providence, RI
Registered Nurse, 1968

Clinical Experience:

West Central Behavioral Health, Lebanon, NH

Emergency Services Clinician (July 2011 to Present)

Provide rapid response to all phone calls and face-to-face crisis intervention requests.

Consult, triage, or actively participate in facilitating appropriate voluntary inpatient hospital admissions, partial hospital program referrals, conditional discharge revocations, and involuntary emergency admissions. Provide crisis stabilization follow-up for patients as necessary.

Team Leader (July 2008-July 2011)

Clinician (November 1995-July 2008)

Greater Manchester Mental Health, Manchester, NH

Counselor/Social Work Intern (August 1991-May 1992)

Provided intensive group and individual therapy to severely disturbed adolescents and their families in a day treatment program. Co-led a group for sexually and physically abused women.

Child and Family Services, Concord, NH

Counselor/Social Work Intern (Sept. 1990-June 1991)

Provided outpatient therapy to individuals, couples and families. Co-led groups in local schools for adolescents at risk of substance abuse. Involved in community networking groups providing resources and host homes to families in crisis.

CURRICULUM VITAE

NANCY NOWELL

EDUCATION

Predoctoral Internship in Clinical Psychology
Albany Psychology Internship Consortium
Albany, New York
American Psychological Association (APA)-accredited program

Ph.D. (1992): Clinical Psychology
Northern Illinois University (NIU)
APA-accredited program

M.A. (1988): Clinical Psychology
Northern Illinois University (NIU)

B.A. (1985): Psychology
The University of Kansas

CLINICAL EXPERIENCE

February, 2008 - Present: Vice President of Clinical Service organizes the development of all clinical programs within WCBH. Also, develops, implements, and updates clinical procedures to ensure high quality of care.

September 2003 - February 2008: Vice President of Outpatient Operations responsible for planning, organizing, directing and evaluating outpatient clinical services of the WCBH.

March 2002 - September 2003: Vice President of Quality Improvement and Training at WCBH maintaining high standards of care and compliance with requirements stipulated by funding sources and regulatory bodies. Support and guide all quality improvement efforts. Write policies and procedures; serve as resource for quality assurance and improvement activities. Supervise the Risk Management Director and QA Manager.

February 1999 - March 2002: Director of Risk Management at WCBH ensuring all clinical programs maintain high standards of care and were in compliance with requirements stipulated by funding sources and regulatory bodies. Write policies and procedures, develop educational risk management and safety programs and train employees.

July 1998 - February 1999: Psychologist providing psychotherapy to clients. An active member of the treatment team. Document and coordinate care and offer clinical testing and supervised staff.

July, 1995 - July, 1998: Licensed Clinical Psychologist in group psychology practice. Evaluation, therapy, and psychological testing for adults, families, couples, adolescents, and children. State disability evaluations. Areas of specialization and interest include women's issues; the cognitive-behavioral treatment of eating disorders, depression, and anxiety; marital therapy; adjustment to divorce in adults and children; and grief and loss issues.

July, 1994 - June, 1995: Psychologist in hospital-affiliated outpatient mental health agency, Hurley Mental Health in Burton, Michigan. Therapy and psychological testing for adults, adolescents, and children. ADHD evaluations. Assessment and treatment upon referral from the State child protective services agency. Intake evaluations and triage. Supervision of Limited Licensed Psychologists.

July, 1994- June, 1995: Psychologist in group practice, Center for Personal Growth in Huron Michigan. Therapy for adults, families, couples, adolescents, and children. Specialization in the outpatient treatment of eating disorders, marital therapy, and the treatment of mood and anxiety disorders.

January, 1992 - June, 1994: Counselor at Rensselaer Polytechnic Institute's (RPI) College Counseling Center in Troy, New York. Responsibilities included counseling, assessment (including learning disabilities assessments), frequent on-call duties, crisis intervention, consultation with campus community, health education committee work, supervision of graduate students in training, and participation in quality assurance. Presentations and workshops on suicidal students, family problems, relationship issues, depression, anxiety, stress management, academic underachievement, learning disabilities, adjustment to college, substance abuse, eating disorders, assertiveness, and psychological aspects of sexual harassment.

September, 1990 - August, 1991: Predoctoral intern at Albany Psychology Internship Consortium. Included three four-month rotations on inpatient unit (Albany Medical College), outpatient services (Capital District Psychiatric Center, Albany County Mental Health Clinic), and health/neuropsychology (VA Hospital). Inpatient and outpatient psychotherapy and psychological testing. Year-long family therapy practicum. Training in child custody evaluations. General psychotherapy groups. Weight management and cardiac rehabilitation groups. Presentations on PTSD, grief, panic disorder, eating disorders, and depression. Supervision of externship students from the State University of New York (SUNY) at Albany.

Spring, 1990: Psychology Trainee. Co-led a women's issues therapy group at Family Service Agency in DeKalb, Illinois

January, 1990 - June, 1990: Behavioral Consultant at Bethesda Lutheran Home in Aurora, Illinois, a residential facility for the developmentally disabled.

Fall, 1989: Neuropsychology Extern at the University of Wisconsin Medical School, Mount Sinai Campus in Milwaukee, Wisconsin, under the supervision of Dr. Kerry Hamsher. Externship provided exposure to assessment and differential diagnosis in neurobehavioral disorders.

July, 1988 - August, 1989: Clinical Assistant at the NIU Psychological Services Center. Responsibilities included conducting individual, child, marital, group, and family psychotherapy; intake interviews; participation in administrative functions; and external workshops.

Spring, 1987 and Spring, 1988: Psychology Trainee. Co-led eating disorders therapy groups at the NIU Counseling and Student Development Center.

August, 1985 - May, 1988: Psychology Trainee. Six semesters of psychotherapy practicum at the NIU Psychological Services Center. Conducted individual and family psychotherapy and intellectual and personality assessments with children and adults.

TEACHING EXPERIENCE

Spring, 1998: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Child Development.

Fall, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Abnormal Psychology.

Summer, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology.

Spring, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. Two sections of General Psychology and one section of Child Development.

Spring 1988: Teaching Assistant for graduate level course at NIU, Clinical Psychology ID: Personality Assessment.

Fall, 1987: Teaching Assistant for graduate level course at NIU, Clinical Psychology 1: Theory and Assessment of Intellectual Functioning.

Spring, 1987: Teaching Assistant for two sections of Introductory Psychology at NIU.
Fall, 1986: Teaching Assistant for two sections of Introductory Psychology at NIU.

RESEARCH EXPERIENCE

May, 1992: Nowell, N.A.S. Investigation of dimensions associate with bulimic symptomatology. Unpublished Dissertation, Northern Illinois University, DeKalb, Illinois.

August, 1989 - August, 1990: Awarded Dissertation Completion Award from NIU Graduate School.

May, 1988: Sheldon, N.A. & McCanne, T.R. Impulsivity in bulimic syndrome. Presented at the meeting of the Midwestern Psychological Association, Chicago.

November, 1987: Sheldon, N.A. Impulsivity in the bulimic syndrome. Unpublished Thesis, Northern Illinois University, DeKalb, Illinois.

August, 1985 - August, 1986: Research Assistant at NIU. Participated in a wide variety of research activities including design, implementation, and data analysis of psychophysiological studies and eating disorders research.

PROFESSIONAL AFFILIATIONS

American Psychological Association

OBJECTIVE

To continue to take my life in a positive direction. To be able to continue to use my schooling and learning capability to promote a healthy therapeutic environment for those in need. I will utilize strong teamwork skills along with professional people skills to ensure safety for others. I have a strong desire to help others in the most professional way possible.

PROFESSIONAL SKILLS

- Professional Therapeutic Skills
- Crisis Support Counselor
- Professional Inpatient Caretaker Skills/Residence Counselor Skills
- Expert People and Computer Skills

SUMMARY OF QUALIFICATIONS

- A powerful sense of safety, quality and well-being of those around
- Focused on the care of the patients
- Excellent crisis management/intervention skills
- Self-motivated people person

PROFESSIONAL EXPERIENCE

West Central Behavioral Health, Claremont, NH

6/19-Present **Emergency Services Clinician:** rapid response to all phone calls and face-to-face crisis intervention requests. Consult, triage, or actively participate in facilitating appropriate voluntary inpatient hospital admissions, partial hospital program referrals, conditional discharge revocations, and involuntary emergency admissions. Provide crisis stabilization follow-up for patients as necessary.

Habit OPCO, West Lebanon, NH

9/18-6/19 **Mental Health & Addictions Counselor:** Office-based mental health and addictions counseling focused on evidence based practices such as CBT and trauma focused care while providing wrap around and case management services. Professional attention to ethics, privacy and confidentiality.

Mountain View Counseling, Newport, NH

9/16-9/18 **Home Based Therapy Professional:** Work in home with at risk children, youth, and families providing personalized individual and group family therapy using various methodologies pertaining to mental health and substance use disorder. Professional standards of privacy and ethical excellence. Excellent communication and documentation skills

Lowell Treatment Center, Lowell, MA

4/16-9/16 **Mental Health Technician:** Worked with treatment team to provide a safe therapeutic inpatient setting for patients. Facilitated therapeutic group activities. Provided professional 1 on 1 care. Professional attitude with patients, families, and co-workers. Excellent communication skills. Proper handling and filing of all state and hospital documentation.

McLean Hospital, Belmont, MA

10/13-4/16 **Community Residence Counselor:** Providing professional support through coaching, positive attitude and action reinforcement to adolescents with mental illness, substance use and abuse. Professional crisis management skills. Acute attention to safety, ethical, and privacy standards.

Easter Seals, Stratum, NH

5/12-10/13 Direct Support Professional: Duties include one on one/group supervision with individuals that have mental/physical disabilities. Assisting individuals in their daily living routines. Assess current mental and physical conditions daily and report appropriately. Coaching, mentoring and positive attitude reinforcement.

VOLUNTEERING

6/01-Present: Mentoring one on one and/or group situations with young adults and adults that are suffering from substance use and abuse.

EDUCATION

- Completed Associates Degree in L.A. w/Psych. Concentration: Nashua Community College **01/14**
- Completed B.A. in Psychology: Southern New Hampshire University **05/16**
- Completed MS CMHC; Southern New Hampshire University **09/19**
- Guest Lecturer: Intro to Psychology Class @ RVCC, **9/2018, 10/2018 and 11/2018**
- Practicum and Internship: Crisis Counselor, Stevens High School, Claremont, NH, **2017/2018 school year**

Sandra Orndorff

Employment:

West Central Behavioral Health, Lebanon, NH

Administrative Assistant, November 1997-Present

Provides administrative and receptionist duties at the front desk of the Administration Office. Screens and routes incoming calls, processes incoming and outgoing mail, and maintains conference room schedules. Coordinates scheduling and registration of participants for the Child Impact Program, as well as maintains communications with the Court representatives. Processes many data functions for the organization, including but not limited to: staff productivity, quality metrics and service utilization

For many years, supported the arrangements for Paddle Power a community event involving a number of local business and nonprofit organizations.

Willard Metcalfe

Director of Emergency Services

Objective: To support individuals in need. To ensure that people who are less fortunate with less resources attain a better quality of life. To help all individuals reach their full potential in caring for their own needs.

Education

2007-2010 Master of Social Work, Springfield College, Springfield, MA

1989-1993 Bachelor of Science, College of St. Joseph, Rutland, VT

Experience

04/16-Current West Central Behavioral Health

Emergency Services Director

- Manage the day-to-day operations of the ES Division at West Central Services (WCS). We manage walk-in's for individuals in crisis, people who present at Valley Regional Hospital in crisis, conduct MH assessments, and facilitate either voluntary or involuntary hospitalizations to include both IEA's and CE revocations.
- Point person for Valley Regional Hospital for all psychiatric assessments through a contract with WCS.
- Supervise 2 individual ES clinicians and five Per Diem staff who assist with after hour's coverage.
- Completes on-call schedule for day time hours and after hour's for ES clinicians, Valley Regional Hospital, admin support staff, and the answering service.

Emergency Services Clinician

- Rapid response to all phone calls and face-to-face crisis intervention requests.
- Consult, triage, or active participate in facilitating appropriate Voluntary Inpatient Hospital Admissions, Partial Hospital Program referrals, Conditional Discharge Revocations, and Involuntary Emergency Admissions.
- Provide crisis stabilization follow-up for patients as necessary.

Clinician

- Caseload of roughly 30 individuals provided individual psychotherapy. Individuals with a range of diagnoses: post-traumatic stress disorder, borderline personality disorder, severe and persistent mental illness.

Community Involvement

2012-2015 School Board Director for the Rockingham School District and the Windham Northeast Supervisory Union (WNESU)

Barbara Bishop

EDUCATION

September 1993- Master's in Business Administration, New Hampshire College Graduate School of Business, Manchester, NH (now Southern NH University)

December 1989- Bachelor of Arts Degree in Educational Psychology, Keene State College, Keene NH

Current Student- Southern New Hampshire University, Master's in Forensic Psychology

EXPERIENCE

April 2019 - Present

West Central Behavioral Health

Emergency Services Clinician – rapid response to all phone calls and face-to-face crisis intervention requests. Consult, triage, or actively participate in facilitating appropriate voluntary inpatient hospital admissions, partial hospital program referrals, conditional discharge revocations, and involuntary emergency admissions. Provide crisis stabilization follow-up for patients as necessary.

May 2019 to Present

State of New Hampshire, DHHS, NHEP

Employment Counselor Specialist- assists TANF recipients in barrier removal and finding stabilized employment or activities related to future employment such as training and education. Barrier removal includes activities such as addressing mental health, substance misuse, domestic or family violence, transportation and child care assistance.

2015- March, 2018

State of New Hampshire, DHHS, DCYF

Child Protective Service Worker III- assessment worker responsible for receiving screened in reports of abuse or neglect of children in a geographic area and performing investigative work to assess for safety and risk of children for abuse or neglect from caregivers. Core Academy graduate, May 2016.

2014-2015

Southwestern Community Services

Program Manager- Workplace Success Coordinator responsible for working with referrals of TANF population candidates to assist them with preparing for and pursuing work and educational programs to build their skill base to find employment. Duties include: assessment testing and monitoring, resume writing, skill building and management of volunteer responsibilities.

2012-2014

HCRS, Springfield, Vermont

Residential Specialist- providing guidance and assistance with daily living skills and community interaction for adults and children with pervasive, complex mental health diagnoses. This included being certified to administer and monitor medications and being trained in de-escalation techniques.

2009 to 2011

Pathways of the River Valley, Claremont NH

Employee Resource Manager, Charlestown Area- Supervisor of 20+ direct reports providing services to developmentally disabled adults in a variety of settings. Specific duties include, but not limited to: scheduling 24/7 coverage at three residential programs and one day out program, monthly supervisory meetings for all direct reports, interviewing/screening of direct support candidates, coordination and implementation of ongoing training for staff.

HR Coordinator- Responsible for a volume of activities for the HR department including: hiring/background screening of all candidates, orientation and training of new employees, coordination of information for payroll processing, worker's compensation handling from filing through follow up, employee benefits coordination and enrollment and employee relations for the organization.

2008- 2009

Structal Bridge/A division of Canam Steel Corporation, Claremont NH

HR Manager- responsible for all HR functions for 100 + person plant location including, but not limited to: recruitment, candidate screening, staffing, Affirmative Action Plan writing, policy drafting and implementation, legal compliance, leaves of absence processing and approving, workers compensation processing and safety compliance. Also responsible for representing the company at any state or federal compliance hearings with the DOL, Employment Security or other agencies.

2006- 2008

The Home Depot- West Lebanon NH and Claremont NH

Store HR Manager- responsible for all recruitment, interviewing, background screening and other hiring activities for all store staff. Additionally, responsible for all training activities, performance management and government compliance.

2001- 2006

Girl Scouts of Swift Water Council- Bedford, NH

Director of HR- responsible for the management of all HR functions for a nonprofit organization with a staff of 50+ employees and a seasonal staff of an additional 300 serving most of New Hampshire and Vermont. Included in responsibilities were, budget management, orientation, legal compliance, interface with information for payroll purposes, all benefits contracting and administration. Additionally, responsible for Crisis and Risk planning, management of all workers

compensation issues, secondary insurances and employee safety compliance. Recruitment responsibilities included international recruitment of seasonal camp staff and all camp positions (i.e. nursing, kitchen staff etc.)

1988- 2001

Osram Sylvania Inc- various positions including **HR Generalist, Customer Service Supervisor and Marketing Services Representative.**

Human Resources- worked as part of a team of HR professionals for a plant of 1,000 of which 700 were manufacturing employees and the others were various professionals including engineers, sales and marketing and production professionals. Responsibilities included; benefits management, wage surveying, staffing for both hourly and salaried positions, assistance with managing time off and attendance, assistance with manufacturing safety program implementation and monitoring, policy writing and administration and all HR functions for the plant.

Customer Service- started as a **Customer Service Representative** handling major aftermarket automotive accounts which included: order entry, expediting shipments, warehouse distribution management, recipient of the Customer Service Rep of the Year annual award. Promoted to **Marketing Services Rep** and handled supervisory skills and worked on major project in coordination with our Marketing Department. These included: Customer Satisfaction Surveys (construction and administration) problem resolution with shipping and receiving of all products to key customers, handling complex accounts such as International Automotive (Toyota, Honda, Mitsubishi, etc.), OEM Automotive (Ford, GM, and Chrysler), Electronic and continued support of Aftermarket Accounts. Also assisted with the implementation of Vendor Managed Inventory systems and EDI order systems. Promoted to **OEM/International Supervisor** of 16 direct and indirect reports within the department and at feeder locations including support of the forecasting of over 3000 different product types. Also, continued support of raw materials and shipping coordination and indirect support of raw materials vendor management. Responsible for annual reviews, feedback and training of direct reports to handle accounts efficiently.

Systems and Software Experience- include Windows and all office software programs- Microsoft Excel, Word, Publisher, Outlook, Access and PowerPoint as well as Lotus 123 and Lotus Notes. HRIS systems: Peoplesoft, ADP, Kronos, Selectrax, and Bridges. Also assisted with the development of new websites and updates to websites as needed.

West Central Behavioral Health

Emergency Services

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|-------------------|--|---------------|--------------------------------------|---|
| Willard Metcalfe | Director of Emergency Services | \$70,800.24 | 10% | \$7,080.02 |
| Robert Hutchinson | Emergency Services Clinician | \$47,000.16 | 0% | \$0.00 |
| Barbara Bishop | Emergency Services Clinician | \$47,500.44 | 0% | \$0.00 |
| Louise Jones | Emergency Services Clinician | \$33,384.00 | 0% | \$0.00 |
| Vacant | Emergency Services Clinician | \$47,000.16 | 100% | \$47,000.16 |
| Vacant | Peer Support Specialist | \$31,200.00 | 100% | \$31,200.00 |
| Sandra Orndorff | Administrative Assistant | \$28,957.50 | 20% | \$5,791.50 |
| Nancy Nowell | Vice President of Clinical Services | \$97,850.16 | 0% | \$0.00 |
| | | | | |

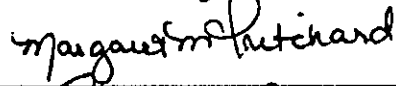
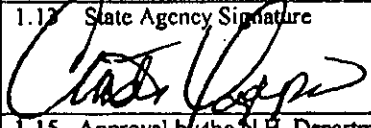
Subject: Rapid Response (SS-2020-DBH-07-RAPID-03)

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 New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Lakes Region Mental Health Center, Inc. | | 1.4 Contractor Address 40 Beacon St. E. Laconia, NH 03246 | |
| 1.5 Contractor Phone Number (603) 524-1100 | 1.6 Account Number 05-095-092-922010- 19090000-102-500731 | 1.7 Completion Date August 19, 2021 | 1.8 Price Limitation \$173,195 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature  Date: 6/4/2020 | | 1.12 Name and Title of Contractor Signatory Margaret M. Pritchard Chief Executive Officer | |
| 1.13 State Agency Signature  Date: | | 1.14 Name and Title of State Agency Signatory Christie Tappin, Associate Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/18/20 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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, eliminates 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 hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 early 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 attached 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

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 assignee 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.



EXHIBIT A

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 issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 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 two (2) years 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 B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Three (3).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.

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EXHIBIT B

- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
- 1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
- 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;
 - 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;



EXHIBIT B

- 1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.
- 1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:
 - 1.12.1. Assertive community treatment;
 - 1.12.2. Supported employment;
 - 1.12.3. Illness management and recovery;
 - 1.12.4. Therapeutic behavioral services;
 - 1.12.5. Family support; and
 - 1.12.6. Medication management.
- 1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:
 - 1.13.1. Modular Approach to Therapy for Children (MATCH);
 - 1.13.2. Trauma-focused cognitive behavioral therapy; and
 - 1.13.3. Supported employment for individuals for whom it is developmentally appropriate.
- 1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:
 - 1.14.1. Evaluations;
 - 1.14.2. Withdrawal management;
 - 1.14.3. Outpatient counseling;
 - 1.14.4. Residential services; and
 - 1.14.5. Recovery supports.
- 1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:
 - 1.15.1. Medication Assisted Treatment (MAT);
 - 1.15.2. Cognitive Behavioral Therapy (CBT);
 - 1.15.3. Motivational Enhancement Therapy (MET);
 - 1.15.4. Seeking Safety;



EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources;
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Three (3), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

- 2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.
- 2.2. The Contractor shall ensure that Contractor staff receive training on:
 - 2.2.1. New Hampshire Rapid Response goals and objectives;
 - 2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;
 - 2.2.3. Guideline-based crisis intervention;



EXHIBIT B

- 2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and
- 2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.
- 2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:
 - 2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.
 - 2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).
 - 2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.
 - 2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.
 - 2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.
 - 2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.
 - 2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.
 - 2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.
 - 2.3.5. If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.
 - 2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

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EXHIBIT B

- 2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

- 3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.
- 3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.
- 3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.
- 3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.
- 3.4.1. The Contractor shall provide a \$20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.
- 3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.
- 3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.
- 3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.
- 3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.
- 3.7. The Contractor may utilize funding in this Agreement designated for data



EXHIBIT B

infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

- 4.1. 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.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Culturally and Linguistically Appropriate Services (CLAS)
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 5.3. Credits and Copyright Ownership
 - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."



EXHIBIT B

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. Operation of Facilities: Compliance with Laws and Regulations
 - 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and



EXHIBIT B

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. 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 Indirect Cost Rate of 10.00% 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.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

| BUDGET | |
|---|------------------|
| Line Item | Amount Amount |
| Staffing | \$113,500 |
| Fringe and Benefits | \$ 34,050 |
| Personal Protective Equipment, Supplies, Technology, and Training | \$ 5,400 |
| Data Collection | \$ 4,500 |
| Indirect Costs on Clinical Services | \$ 15,295 |
| Indirect Costs on Data Collection | \$ 450 |
| Total | \$173,195 |

- 3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
 - 3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
 - 3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served

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6/4/20



EXHIBIT C

indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

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

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EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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 Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. 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.
 - 12.1.2. 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.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. 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 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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EXHIBIT C

- 12.3. 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.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
- 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
- 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
- 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. 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.

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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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Vendor Name: *The Lakes Region Mental Health Center, Inc.*

6/4/20
Date

Margaret M. Pritchard
Name: *Margaret M. Pritchard*
Title: *Chief Executive Officer*



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: *The Lakes Region Mental Health Center, INC.*

6/4/20
Date

Margaret M. Pritchard
Name: *Margaret M. Pritchard*
Title: *Chief Executive Officer*



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: *The Lakes Region Mental Health Center, Inc.*

6/4/20
Date

Margaret M. Pritchard
Name: *Margaret M. Pritchard*
Title: *Chief Executive Officer*



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

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

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

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

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

Exhibit G

Vendor Initials

A handwritten signature in dark ink, appearing to be "mp" or similar initials.

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

Date 6/4/20

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: *The Lakes Region Mental Health Center, Inc.*

6/4/20
Date

Margaret M. Pritchard
Name: *Margaret M. Pritchard*
Title: *Chief Executive Officer*

Exhibit G

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

Vendor Initials *mp*

Date 6/4/20



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: ~~SE~~ The Lakes Region Mental Health Center, Inc.

6/4/20
Date

Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: Chief Executive Officer



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) **Definitions.**

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

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6/4/20



Exhibit I

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

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

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

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Exhibit I

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

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

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

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

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

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

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Exhibit I

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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I

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

Name of Authorized Representative

Title of Authorized Representative

Date

The Lakes Region Mental Health Center, INC.

Name of the Contractor

Signature of Authorized Representative

Margaret M. Pritchard
Name of Authorized Representative

Chief Executive Officer
Title of Authorized Representative

Date



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

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

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

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

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

The 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: *The Lakes Region Mental Health Center, Inc.*

6/4/20
Date

Margaret M. Pritchard
Name: *Margaret M. Pritchard*
Title: *Chief Executive Officer*

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FORM A

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

1. The DUNS number for your entity is: 101410652
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

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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.

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

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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.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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6/4/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

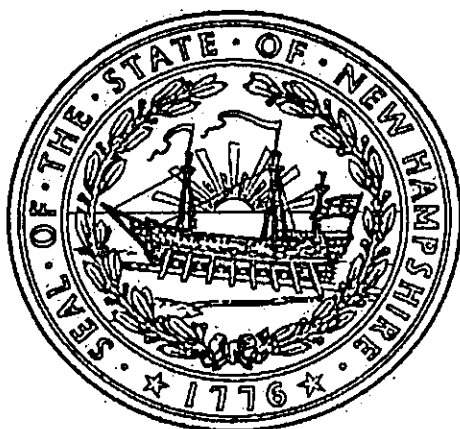
Department of State

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 Seal of the State of New Hampshire,
this 30th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Jannine Sutcliffe, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Lakes Region Mental Health Center, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 2, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Margaret M. Pritchard (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Lakes Region Mental Health Center, Inc., to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments, and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate 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: June 2, 2020

Jannine P. Sutcliffe
Signature of Elected Officer
Name: Jannine Sutcliffe
Title: BOARD PRESIDENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2020

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.

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

| | | | |
|--|--|--|--|
| PRODUCER MTM Insurance Associates 1320 Osgood Street North Andover MA 01845 | | CONTACT NAME: Jeffrey Morrisette PHONE (A/C No. Ext): (978) 681-5700 FAX (A/C No.): (978) 681-5777 E-MAIL ADDRESS: certificates@mtminsurance.com | |
| INSURED The Lakes Region Mental Health Center, Inc. 40 Beacon Street East Laconia NH 03246 | | INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMERICAN INSURANCE COMPANY INSURER B: AIM Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 2020 Master **REVISION NUMBER:**

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


| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD | WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|----------------|-----|-----------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | TBD | 08/26/2020 | 08/26/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | TBD | 08/26/2020 | 08/26/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | TBD | 08/26/2020 | 08/26/2021 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | ECC-600-4000907-2020A | 08/26/2020 | 08/26/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability | | | TBD | 08/26/2020 | 08/26/2021 | Occurrence per Incident 5,000,000 Aggregate Limit 7,000,000 Retro Date 6/28/2011 |

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.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

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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 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.

FINANCIAL STATEMENTS

June 30, 2019

The Lakes Region Mental Health Center, Inc.
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June 30, 2019

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| Statement of Functional Public Support and Revenues | 15 |
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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #187

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.

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 or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

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, Brannagan + Sargent

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 | <u>4,150,973</u> |

PROPERTY AND EQUIPMENT - NET

5,622,649

TOTAL ASSETS

\$ 9,773,622

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 | <u>1,401,286</u> |

LONG-TERM DEBT, less current portion

| | |
|---------------------------------------|------------------|
| Notes and Bonds Payable | 4,187,210 |
| Less: unamortized debt issuance costs | <u>(90,156)</u> |
| TOTAL LONG-TERM LIABILITIES | <u>4,097,054</u> |

TOTAL LIABILITIES

5,498,340

NET ASSETS

| | |
|---------------------------------------|------------------|
| Net assets without donor restrictions | <u>4,275,282</u> |
|---------------------------------------|------------------|

TOTAL LIABILITIES AND NET ASSETS

\$ 9,773,622

See Notes to Financial Statements

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

| | <u>Net Assets without Donor Restrictions</u> |
|---|--|
| PUBLIC SUPPORT AND REVENUES | |
| Public support - | |
| Federal | \$ 572,299 |
| State of New Hampshire - BBH | 406,208 |
| Other public support | <u>435,857</u> |
| Total Public Support | <u>1,414,364</u> |
| Revenues - | |
| Program service fees | 11,700,600 |
| Rental income | 84,867 |
| Other revenue | <u>263,839</u> |
| Total Revenues | <u>12,049,305</u> |
| TOTAL PUBLIC SUPPORT AND REVENUES | <u>13,463,669</u> |
| EXPENSES | |
| BBH funded program services - | |
| Children Services | 3,090,476 |
| Multi-service | 5,628,380 |
| ACT | 1,280,968 |
| Emergency Services | 1,063,295 |
| Housing Services | 501,160 |
| Non-Eligible | 508,556 |
| Non-BBH funded program services | <u>1,570,427</u> |
| TOTAL EXPENSES | <u>13,643,262</u> |
| DECREASE IN NET ASSETS FROM OPERATIONS | <u>(179,593)</u> |
| OTHER INCOME | |
| Loss on sale of fixed asset | (170,446) |
| Investment income | <u>130,763</u> |
| TOTAL OTHER INCOME (LOSS) | <u>(39,683)</u> |
| TOTAL DECREASE IN NET ASSETS | (219,276) |
| NET ASSETS, beginning | <u>4,494,558</u> |
| NET ASSETS, ending | <u>\$ 4,275,282</u> |

See Notes to Financial Statements.

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: | |
| Accounts receivable | 402,937 |
| Prepaid expenses | (45,288) |
| Restricted Cash | 34,234 |
| Increase (decrease) in: | |
| Accounts payable & accrued liabilities | 73,329 |
| Deferred income | <u>(22,344)</u> |

NET CASH PROVIDED BY OPERATING ACTIVITIES 694,284

CASH FLOWS FROM INVESTING ACTIVITIES

| | |
|-------------------------------------|------------------|
| Purchases of property and equipment | (51,238) |
| Net investment activity | <u>(122,355)</u> |

NET CASH (USED) BY INVESTING ACTIVITIES (173,593)

CASH FLOWS FROM FINANCING ACTIVITIES

| | |
|--------------------------------------|------------------|
| Principal payments on long-term debt | <u>(801,932)</u> |
|--------------------------------------|------------------|

NET DECREASE IN CASH (281,241)

CASH AT BEGINNING OF YEAR 1,367,407

CASH AT END OF YEAR \$ 1,086,166

SUPPLEMENTAL DISCLOSURE

| | |
|----------------------------|-------------------|
| Cash Payments for Interest | <u>\$ 172,108</u> |
|----------------------------|-------------------|

See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

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.

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

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 third-party 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 Organizations" (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:

Net assets without donor restrictions: 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.

Net assets with donor restrictions: 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.

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

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 fundraising.

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:

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 2 PROPERTY AND EQUIPMENT (continued)

| | |
|-----------------------------------|-------------------------|
| Land, buildings and improvements | \$ 6,588,630 |
| Computer equipment | 1,064,066 |
| Furniture, fixtures and equipment | 685,916 |
| Vehicles | 139,738 |
| Artwork | 26,925 |
| Construction in progress | <u>700</u> |
| | 8,505,975 |
| Accumulated depreciation | <u>(2,883,326)</u> |
| NET BOOK VALUE | <u>\$ 5,622,649</u> |

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE

| | |
|-------------------------------------|------------------|
| Due from clients | \$ 140,436 |
| Receivable from insurance companies | 494,624 |
| Medicaid receivables | 990,582 |
| Medicare receivables | <u>245,808</u> |
| | 1,871,450 |
| Allowance for doubtful accounts | <u>(906,500)</u> |
| Total Receivable - Trade | <u>964,950</u> |

ACCOUNTS RECEIVABLE – OTHER

| | |
|-----------------------------------|----------------|
| Housing Rent | 1,840 |
| HUD | 42,899 |
| Mount Prospect Academy | 5,200 |
| Capital Campaign Pledges | 2,584 |
| NFI North, Inc. | 2,325 |
| SAMSHA | 32,031 |
| BBH - Bureau of Behavioral Health | 81,102 |
| Lakes Region Healthcare | 31,815 |
| Other Grants and Contracts | <u>80,277</u> |
| Total Receivable - Other | <u>280,073</u> |

| | |
|---------------------------|---------------------|
| TOTAL ACCOUNTS RECEIVABLE | <u>\$ 1,245,023</u> |
|---------------------------|---------------------|

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

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>June 30,</u> | <u>Amount</u> |
|-----------------|---------------|
| 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 installments of \$19,288 (principal and interest) beginning in June 2019. Secured by building through June, 2047. | \$4,292,604 |
| Unamortized debt issuance costs | <u>(90,156)</u> |
| Total long-term debt | 4,202,448 |
| Less: Current Portion | <u>(105,394)</u> |
| Long-term debt, excluding current installments | <u>\$4,097,054</u> |

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

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 | <u>3,732,931</u> |
| | <u>\$ 4,292,604</u> |

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 | Unrealized Gain (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 | <u>206,462</u> | <u>57,866</u> | <u>264,328</u> |
| | <u>\$ 1,205,489</u> | <u>\$ 470,711</u> | <u>\$ 1,676,200</u> |

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

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 |
| Realized Gains | 95,834 |
| Unrealized Gains | <u>1,417</u> |
| | <u>\$ 130,763</u> |

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.

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

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 | 8 % |
| Insurance companies | 26 |
| Medicaid | 53 |
| Medicare | <u>13</u> |
| | <u>100 %</u> |

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 | <u>6,000</u> |
| | <u>\$3,799,090</u> |

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 |

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

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

| | <u>Accounts Receivable Beginning of Year</u> | <u>Gross Fees</u> | <u>Contractual Allowances and Other Discounts Given</u> | <u>Cash Receipts</u> | <u>Accounts Receivable End of Year</u> |
|------------------------------------|--|----------------------|---|--------------------------|--|
| 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 |
| ALLOWANCE FOR DOUBTFUL ACCOUNTS | <u>(760,000)</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>(906,500)</u> |
| TOTAL | <u>\$ 1,190,374</u> | <u>\$ 19,388,179</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> | <u>\$ 406,208</u> | <u>\$ (326,514)</u> | <u>\$ 81,102</u> |

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 | <u>(167,376)</u> |
| | <u>\$ 326,514</u> |

The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2010

| | Total Agency | Admin. | Total Programs | Children | Multi- Service | ACT | Emergency Services | Housing Services | | Non Eligible | Non BBH Funded Programs |
|--|----------------------|-------------|----------------------|---------------------|---------------------|-------------------|-----------------------|----------------------|-----------------------|-------------------|-------------------------------|
| | | | | | | | | Apts. S.L. Summer | Apts. S.L. McGrath | | |
| Program Service Fees: | | | | | | | | | | | |
| Net Client Fee | \$ 251,945 | \$ - | \$ 251,945 | \$ 45,340 | \$ 68,935 | \$ 27,354 | \$ 35,288 | \$ - | \$ - | \$ 75,028 | \$ - |
| Blue Cross/Blue Shield | 188,087 | - | 188,087 | 80,169 | 75,024 | 9,800 | 75,774 | - | - | (52,480) | - |
| Medicaid | 8,962,475 | - | 8,962,475 | 3,027,437 | 4,958,800 | 542,120 | 383,899 | - | - | 70,819 | - |
| Medicare | 673,398 | - | 673,398 | 1 | 588,453 | 24,330 | 3,343 | - | - | 57,269 | - |
| Other Insurance | 387,416 | - | 387,416 | 83,183 | 135,821 | 5,092 | 49,941 | - | - | 113,599 | - |
| Program Sales: | | | | | | | | | | | |
| Service | 1,237,279 | - | 1,237,279 | 78,779 | 82,400 | - | 7,400 | - | - | 5,160 | 1,083,540 |
| 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 | 78,454 | 37,200 | 39,254 | 22,604 | 11,250 | 2,250 | 2,025 | - | - | 450 | 675 |
| Div. Voc. Rehab. | 1,080 | - | 1,080 | - | 1,080 | - | - | - | - | - | - |
| Federal Funding: | | | | | | | | | | | |
| HUD Grant | 154,435 | - | 154,435 | - | - | - | - | 80,123 | 94,312 | - | - |
| Other Federal Grants | 417,884 | 3,023 | 414,841 | - | - | - | - | - | - | - | 414,841 |
| Rental Income | 84,887 | 3,827 | 81,040 | 2,952 | 2,952 | 492 | - | 35,760 | 38,382 | - | 492 |
| DBH & DS: | | | | | | | | | | | |
| Community Mental Health | 385,544 | - | 385,544 | 5,964 | 25,410 | 240,000 | 94,170 | - | - | - | - |
| DCYF | 884 | - | 884 | 884 | - | - | - | - | - | - | - |
| Other BBH | 40,000 | 40,000 | - | - | - | - | - | - | - | - | - |
| Interest Income | 642 | 642 | - | - | - | - | - | - | - | - | - |
| Other Revenues | 283,197 | 186,639 | 78,558 | 18,533 | 42,019 | - | 15,993 | - | - | 13 | - |
| | 13,463,669 | 486,809 | 12,977,080 | 3,385,608 | 5,993,289 | 851,239 | 785,603 | 98,158 | 132,979 | 292,858 | 1,479,548 |
| Administration | - | (486,809) | 486,609 | 128,203 | 224,733 | 31,918 | 28,708 | 3,606 | 4,986 | 10,974 | 55,480 |
| TOTAL PUBLIC SUPPORT AND REVENUES | \$ 13,463,669 | \$ - | \$ 13,463,669 | \$ 3,491,809 | \$ 6,218,002 | \$ 883,158 | \$ 794,311 | \$ 99,764 | \$ 137,965 | \$ 303,832 | \$ 1,535,028 |

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

| | Total Agency | Administration | Total Programs | Children | Multi-Service | ACT | Emergency Services | Housing Services | | Non-Eligible | Non BBH Funded Programs |
|---|----------------------|----------------|----------------------|---------------------|---------------------|---------------------|-----------------------|----------------------|-----------------------|-------------------|-------------------------------|
| | | | | | | | | Apts. S.L. Summer | Apts. S.L. McGrath | | |
| Personnel Costs: | | | | | | | | | | | |
| Salary and wages | \$ 8,518,992 | \$ 606,530 | \$ 7,852,462 | \$ 1,774,022 | \$ 3,141,327 | \$ 811,890 | \$ 568,074 | \$ 101,860 | \$ 110,595 | \$ 267,932 | \$ 978,762 |
| Employee benefits | 1,905,776 | 127,746 | 1,778,030 | 413,583 | 778,806 | 162,296 | 147,577 | (5) | 332 | 128,065 | 147,256 |
| Payroll Taxes | 584,335 | 46,416 | 537,919 | 118,877 | 230,938 | 53,388 | 47,714 | 7,646 | 9,054 | 19,577 | 51,825 |
| Substitute Staff | 153,938 | 596 | 153,342 | 2,557 | 106,799 | 894 | 6,945 | - | - | 199 | 35,948 |
| PROFESSIONAL FEES AND CONSULTANTS: | | | | | | | | | | | |
| Accounting/audit fees | 58,530 | 58,530 | - | - | - | - | - | - | - | - | - |
| Legal fees | 26,754 | 23,210 | 3,544 | 48 | 3,423 | 18 | 16 | 29 | - | 4 | 6 |
| Other professional fees | 131,900 | 7,430 | 124,470 | 3,316 | 4,179 | 43 | 39 | 25,600 | 25,865 | 8 | 65,420 |
| Staff Devel. & Training: | | | | | | | | | | | |
| Journals & publications | 976 | 134 | 842 | 13 | 825 | - | - | - | - | 3 | 1 |
| In-Service training | 10,822 | 560 | 10,262 | 2,364 | 5,731 | 888 | 789 | - | - | 196 | 294 |
| Conferences & conventions | 83,015 | 8,213 | 76,802 | 13,151 | 38,955 | 4,163 | 3,849 | 63 | 63 | 379 | 18,379 |
| Other staff development | 34,973 | 1,028 | 33,947 | 7,352 | 17,742 | 266 | 6,002 | - | - | 268 | 2,317 |
| Occupancy costs: | | | | | | | | | | | |
| Rent | 90,136 | 3,253 | 86,883 | 29,875 | 46,652 | 812 | 722 | - | - | 5,911 | 2,611 |
| Mortgage (Interest) | 168,762 | 164,277 | 1,485 | - | 1,337 | 74 | - | - | - | - | 74 |
| Heating Costs | 46,186 | 11,124 | 35,062 | 6,121 | 8,412 | 757 | 281 | 10,726 | 7,294 | 700 | 771 |
| Other Utilities | 93,566 | 24,541 | 69,025 | 16,819 | 19,659 | 1,856 | - | 13,869 | 13,567 | 1,105 | 2,330 |
| Maintenance & repairs | 176,940 | 44,572 | 131,368 | 41,058 | 44,568 | 7,187 | 2,372 | 12,864 | 16,014 | 927 | 6,577 |
| Taxes | 18,810 | 18,810 | - | - | - | - | - | - | - | - | - |
| Consumable Supplies: | | | | | | | | | | | |
| Office | 32,068 | 8,898 | 23,090 | 7,840 | 9,831 | 1,428 | 1,531 | 136 | 131 | 1,434 | 1,139 |
| Building/household | 58,858 | 13,797 | 44,961 | 6,076 | 11,366 | 1,928 | 1,889 | 3,814 | 16,172 | 854 | 762 |
| Medical | 11,093 | - | 11,093 | - | 3,716 | - | - | - | - | - | 7,377 |
| Other | 178,851 | 9,484 | 167,367 | 41,526 | 82,660 | 15,822 | 13,909 | - | - | 3,428 | 10,220 |
| Depreciation-Equipment | 89,872 | 17,816 | 72,056 | 23,209 | 31,221 | 5,317 | 2,871 | 1,076 | 3,648 | 968 | 3,646 |
| Depreciation-Building | 238,696 | 84,007 | 154,689 | 48,840 | 48,878 | 8,070 | 13 | 15,168 | 25,554 | 3 | 8,185 |
| Equipment rental | 22,410 | 5,798 | 16,612 | 6,377 | 6,667 | 966 | 737 | - | - | 850 | 1,015 |
| Equipment maintenance | 41,238 | 2,469 | 38,769 | 9,877 | 19,754 | 3,704 | 3,292 | - | 84 | 823 | 1,235 |
| Advertising | 83,347 | 7,667 | 75,680 | 14,699 | 50,040 | 4,457 | 3,963 | - | - | 1,024 | 1,497 |
| Printing | 1,549 | 69 | 1,480 | 307 | 857 | 119 | 116 | - | - | 47 | 34 |
| Telephone/communications | 237,764 | 32,311 | 205,453 | 61,222 | 62,179 | 9,236 | 21,607 | 9,180 | 228 | 13,692 | 8,029 |
| Postage/shipping | 13,904 | 986 | 12,918 | 3,493 | 6,680 | 1,061 | 943 | - | - | 363 | 408 |
| Transportation: | | | | | | | | | | | |
| Staff | 247,839 | 1,210 | 246,629 | 61,202 | 132,444 | 36,903 | 5,296 | 1,850 | 1,854 | 2,869 | 4,211 |
| Clients | 21,635 | - | 21,635 | - | 21,635 | - | - | - | - | - | - |
| Assist to Individuals: | | | | | | | | | | | |
| Client services | 38,138 | - | 38,138 | 19,134 | 16,776 | 20 | - | 630 | 1,474 | - | 104 |
| Insurance: | | | | | | | | | | | |
| Malpractice/bonding | 58,652 | 14,650 | 42,002 | 10,284 | 20,163 | 4,711 | 2,510 | - | - | 620 | 3,714 |
| Vehicles | 4,496 | - | 4,496 | 369 | 3,785 | 144 | 126 | - | - | 29 | 43 |
| Comp. Property/liability | 34,669 | 20,869 | 13,700 | 2,988 | 5,928 | 1,073 | 976 | 1,029 | 1,040 | 287 | 369 |
| Membership Dues | 36,597 | 1,268 | 37,299 | 671 | 705 | 132 | 118 | - | - | 29 | 35,644 |
| Other Expenditures | 89,257 | 60,834 | 28,423 | 5,568 | 11,393 | 1,515 | 2,804 | 4,775 | 1,476 | 328 | 572 |
| | 13,643,262 | 1,481,419 | 12,151,843 | 2,752,640 | 8,013,111 | 1,140,838 | 947,061 | 208,808 | 236,487 | 452,863 | 1,388,795 |
| Admin. Allocation | - | (1,491,419) | 1,491,419 | 337,836 | 615,269 | 140,030 | 116,234 | 25,783 | 29,022 | 55,593 | 171,672 |
| TOTAL PROGRAM EXPENSES | \$ 13,643,262 | \$ - | \$ 13,643,262 | \$ 3,090,476 | \$ 8,628,380 | \$ 1,280,868 | \$ 1,063,295 | \$ 235,671 | \$ 265,489 | \$ 508,556 | \$ 1,570,427 |

LAKES REGION MENTAL HEALTH CENTER, INC.
Board of Directors Listing
June, 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 |

KIMBERLY A. GODFREY, BS, MS

EDUCATION:

New England College, Henniker, NH
Master of Science, 2003
Community Mental Health Counseling

University of Tulsa, Tulsa, OK
Bachelor of Science, Education 1984
Health, Physical Education, Recreation & Dance

Greenfield Community College, Greenfield, MA
Associate of Science, 1981
Leadership Development, Recreation & Human Service

.....
EMPLOYMENT:

January 2005 – Current

New England College, Henniker, NH
Instructor

*Responsibilities include presenting material to master level students in counseling skills, human development and Dialectical Behavior Therapy.

May 2006 – September 2006

Riverbend Community Mental Health, Concord, NH
Emergency Service Clinician

*Responsibilities include crisis interventions, appropriate dispositions either hospitalizations, discharged home with a safety plan, follow up treatment and providing community resources such as housing options, food pantries, Health and Human Services and Medicare resources.

October, 2003 – August 2006

Riverbend Community Mental Health, Concord, NH
Clinician, Community Support Program

*Responsibilities include intake assessments, individual psychotherapy, group therapy, crisis assessment/intervention and updating clinical databases. Skills in Dialectical Behavior Therapy and Eye Movement Desensitization Reprocessing.

Kimberly A. Godfrey

Page 2

August 2002 to August 2003

Capital Region Family Health Center
Behavioral Health Therapist, Intern

*Responsibilities included intake screenings, risk assessments, crisis interventions, individual, family, couples counseling and treatment plans. Facilitated depression and anxiety groups.

October 1996 to October 2003

Merrimack Farm & Country Store, Bradford, NH
Manager

*Responsibilities included purchasing inventory for a retail tack shop, tracking inventory, costs and retail. Adhering to an annual budget.

January 2001 to 2002

Kearsarge Regional School District, New London, NH & Newport School System,
Newport, NH

Substitute Teacher

*Responsibility to implement the head teacher's lesson plan for the day.

September 1997 to September 2000

Colby Sawyer College, New London, NH
Assistant Equestrian Coach

Responsibilities were to assist the head coach with teaching and practicing equestrian riding skills and coaching at equestrian competitions.

January 1996 to April 1996 – November 1996 to April 1997

Mt. Sunapee Ski Area, Sunapee, NH
Ski Instructor

*Responsibilities included teaching skiing to ages three and up. Prepared lesson plans for group and individual lessons.

June 1993-June 1995

DMC Services, Chelsea, MA
Program Manager, Concord, NH for Energy Services

October 1990 to June 1993

GTE

International Sales Administrative Assistant

November 1989 to September 1990

Konica Quality Photo, Saco, ME
Sales Analyst

Kimberly A. Godfrey
November 1987 to October 1989
DMC Services, Chelsea, MA
Administrative Assistant

September 1985 to October 1987
Program Manager & Health Educator
YMCA of Greater Worcester, Worcester, MA

June 1985 to August 1985
Head Lifeguard & Head Swim Instructor, Swift Water Girl Scout Council, Bolton, MA

September 1984 to May 1985
Pre-School Teacher, YMCA of Greater Manchester, Manchester, NH

Membership: American Counseling Association

Phi Mu Fraternity

Self Care Activities: Riding and competing Morgan horses, reading, downhill skiing and time alone.

References available upon request

Jeanette Fereshetian

OBJECTIVE: To place myself in a position where there will be ongoing opportunity for professional advancement.

EDUCATION: Burdett School, Boston, MA
Graduate of Executive Secretarial Program

1980 Winchester High School, Winchester, MA.

EMPLOYMENT:

April 2000
to
Present
Affordable Septic & Excavation, Laconia, NH 03246
Office Assistant
Provide various responsibilities which include: Interact with daily customers and contacts. Maintain monthly reports and expenditures. Prepare bids, proposals and invoices. Assist owner with various daily functions as required.

December 97
to
June 99
CMGI/Engage Technology/Navisite, Inc., Andover, MA 01845
Accountant Assistant
Duties included: A/P, A/R, process checks, POs assigning, filing, telephone contacts, processed invoices, purchase orders.
Lease Administrator - Notify affiliate companies of leases coming to term and equipment per entity. Tracking POs for leases. Notify vendor with billing information and confirmations. Process lease schedule. Cross-reference POs to lease schedules. Resolve discrepancies on lease paperwork.

March 1992
to
September 97
Eliassen Group, Inc., Wakefield, MA 01880
Benefits Administrator
Provide information with EGI's benefits and 401K packages to employees. Coordinate the enrollments of internal and external employees. Interact with daily calls of consultants and vendors. Maintain current records of invoices and expenditures. Assist Accounting Department with daily functions.

| | |
|--|--|
| <p>November 88 to September 89</p> | <p><u>Digital Equipment Corporation</u>, Costa Mesa, CA 92626 Senior Secretary Support one manager and three executives of the Installed Base Area. Various responsibilities include: Telephone coverage, assist manager to prepare monthly reports, goal sheets and job plans. Maintain manager's calendar and daily schedule. Working knowledge of Digital's systems.</p> |
| <p>September 87</p> | <p><u>Digital Equipment Corporation</u>, Burlington, MA 01803 Senior Secretary Working in a fast paced Northeast Sales Environment. Supporting one manager and seven sales representatives of the Technology Unit. Various responsibilities include: Answering telephones, interacting with various customer calls. Produces and assists manager to prepare salary reviews, account plans, monthly reports, goal sheets and job plans. Maintaining manager's calendar and daily schedule. Schedule and set up of district meetings. Along with daily responsibilities, help to train secretaries, bringing them up to speed quickly to help provide support for other sales units. Working knowledge of Digital's All-In-One Word Processing. LN03, AQS, CIC reports, War Games, Forecast and Mail Systems. Volunteered to be the District's Coordinator for Solo Training.</p> |
| <p>March 86 to March 87</p> | <p><u>Tufts University, Buildings & Grounds Dpt.</u>, Medford, 02155 Staff Assistant Provide secretarial and administrative assistance to the Director. Responsibilities include: Compose and coordinate department correspondence. Collect data and prepared statistical reports for supervisor's review. Monitor and report on department budget. Maintain information on union employees. Plan and execute special projects and reports as requested. Prepare and distribute industrial and vehicular accident reports. Process and record service contracts, vouchers and requisitions. Maintain personnel records and department files. Handle appointment calendars, screen calls and visitors.</p> |
| <p>July 85 to March 87</p> | <p><u>Tufts University, Center for Environment Management</u> Staff Assistant Delegate all secretarial responsibilities to the Director. Compose correspondence, updating and recording staff personnel records.</p> |

Coordinate meetings with faculty and outside organizations.
Maintained Director's calendar, travel arrangements and files.
Training of new clerical staff, supervise student and temporary help.

August 83
to
July 85

Personnel Department
Secretary

Demonstrate all secretarial duties for professional staff of three, including: Type correspondence, job descriptions, statistics and government forms. Greet visitors, screen applicants and provide policy and procedures information. Arrange for temporary help through outside agencies. Schedule and confirm appointments. Screen and route calls for Personnel Department. Process new hire documents and schedule orientations.

March 82
to
July 83

Polyclon, Inc., Woburn, MA 01801
Secretary

Provide secretarial support to President, Vice President, Sales and Engineering Professionals. Type reports, manuals, sales reports and statistics. Operated switch board and telex machine.

REFERENCES: Furnished upon requests.

CONTRACTOR NAME

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|---------------------|---------------------------------|----------|---------------------------|--------------------------------|
| Kimberly Goldberg | Coordinator, Emergency Services | \$53,000 | 0% | 0% |
| Jeanette Adamkowski | Administrative Support Staff | \$33,800 | 0% | 0% |
| TBD | Peer Support Specialist | \$40,000 | 0% | 0% |
| TBD | Clinician | \$50,000 | 0% | 0% |
| | | | | |

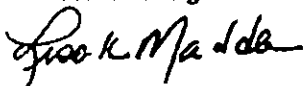
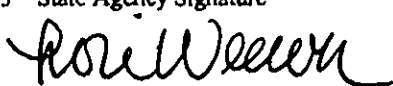
Subject: Rapid Response (SS-2020-DBH-07-RAPID-04)

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 New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Riverbend Community Mental Health, Inc. | | 1.4 Contractor Address 3 N. State St. PO Box 2032 Concord, NH 03301 | |
| 1.5 Contractor Phone Number (603) 226-7505 | 1.6 Account Number 05-095-092-922010- 19090000-102-500731 | 1.7 Completion Date August 19, 2021 | 1.8 Price Limitation \$173,195 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature  Date: 6/12/20 | | 1.12 Name and Title of Contractor Signatory Lisa K. Madden President & CEO | |
| 1.13 State Agency Signature  Date: 6-12-20 | | 1.14 Name and Title of State Agency Signatory Lori Weaver, Deputy Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/16/20 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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, eliminates 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 hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 early 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 attached 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

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 assignee 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.



EXHIBIT A

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 issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 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 two (2) years 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.



EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Four (4).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.



EXHIBIT B

- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
- 1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
- 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;
 - 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;



EXHIBIT B

- 1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.
- 1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:
 - 1.12.1. Assertive community treatment;
 - 1.12.2. Supported employment;
 - 1.12.3. Illness management and recovery;
 - 1.12.4. Therapeutic behavioral services;
 - 1.12.5. Family support; and
 - 1.12.6. Medication management.
- 1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:
 - 1.13.1. Modular Approach to Therapy for Children (MATCH);
 - 1.13.2. Trauma-focused cognitive behavioral therapy; and
 - 1.13.3. Supported employment for individuals for whom it is developmentally appropriate.
- 1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment , to a comprehensive array of needed SUD treatment services, including but not limited to:
 - 1.14.1. Evaluations;
 - 1.14.2. Withdrawal management;
 - 1.14.3. Outpatient counseling;
 - 1.14.4. Residential services; and
 - 1.14.5. Recovery supports.
- 1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:
 - 1.15.1. Medication Assisted Treatment (MAT);
 - 1.15.2. Cognitive Behavioral Therapy (CBT);
 - 1.15.3. Motivational Enhancement Therapy (MET);
 - 1.15.4. Seeking Safety;



EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Four (4), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

- 2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.
- 2.2. The Contractor shall ensure that Contractor staff receive training on:
 - 2.2.1. New Hampshire Rapid Response goals and objectives;
 - 2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;
 - 2.2.3. Guideline-based crisis intervention;



EXHIBIT B

- 2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and
- 2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.
- 2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:
 - 2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.
 - 2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).
 - 2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.
 - 2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.
 - 2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.
 - 2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.
 - 2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.
 - 2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.
 - 2.3.5. If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.
 - 2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.



EXHIBIT B

- 2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

- 3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.
- 3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.
- 3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.
- 3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.
- 3.4.1. The Contractor shall provide a \$20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.
- 3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.
- 3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.
- 3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.
- 3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.
- 3.7. The Contractor may utilize funding in this Agreement designated for data



EXHIBIT B

infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits Incorporated

- 4.1. 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.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Culturally and Linguistically Appropriate Services (CLAS)
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 5.3. Credits and Copyright Ownership
 - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."



EXHIBIT B

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. Operation of Facilities: Compliance with Laws and Regulations
 - 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and



EXHIBIT B

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. 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 Indirect Cost Rate of 10.00% 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.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

| BUDGET | |
|---|------------------|
| Line Item | Amount Amount |
| Staffing | \$113,500 |
| Fringe and Benefits | \$ 34,050 |
| Personal Protective Equipment, Supplies, Technology, and Training | \$ 5,400 |
| Data Collection | \$ 4,500 |
| Indirect Costs on Clinical Services | \$ 15,295 |
| Indirect Costs on Data Collection | \$ 450 |
| Total | \$173,195 |

- 3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
 - 3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
 - 3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served



EXHIBIT C

indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

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

New Hampshire Department of Health and Human Services
NH Rapid Response Program



EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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 Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. 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.
 - 12.1.2. 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.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. 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 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.



EXHIBIT C

- 12.3. 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.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
 - 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
 - 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
 - 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. 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.



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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

6/12/20
Date

Vendor Name: Riverbend Community Mental Health, Inc.
Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Riverbend Community
Mental Health, Inc.

6/12/20
Date

Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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 (1)(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: Riverbend Community
Mental Health, Inc.

6/12/20
Date

Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO



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

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

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

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

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

Exhibit G

Vendor Initials Lkm

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

New Hampshire Department of Health and Human Services
Exhibit G



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

The 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: Riverbend Community Mental Health, Inc.

6/12/20
Date

Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

Exhibit G

Vendor Initials LEA

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



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:

*Riverbend Community
Mental Health, Inc.*

6/12/20
Date

Lisa K. Madden
Name: *Lisa K. Madden*
Title: *President & CEO*



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) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services

The State

Lori Weaver

Signature of Authorized Representative

Lori Weaver

Name of Authorized Representative

Deputy Commissioner

Title of Authorized Representative

6.12.2020
Date

Riverbend Community Mental Health, Inc.

Name of the Contractor

Lisa K. Madden

Signature of Authorized Representative

Lisa K. Madden

Name of Authorized Representative

President & CEO

Title of Authorized Representative

6/12/20
Date



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

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

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

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

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

The 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: Riverbend Community
Mental Health, Inc.

6/12/20
Date

Luok Madden
Name: Lisa K. Madden
Title: President & CEO

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 081200915
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

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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.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

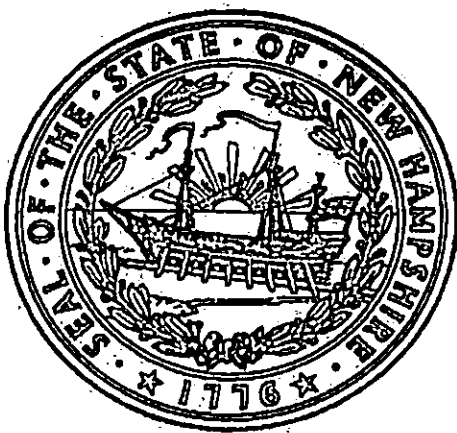
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RIVERBEND COMMUNITY MENTAL HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 25, 1966. 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: 62509

Certificate Number: 0004885005



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, do hereby certify that:

1. I am the duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on February 27, 2020.

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

3. The forgoing resolution has not been amended or revoked, and remain in full force and effect as of the 12 day of June, 2020.
4. Lisa K. Madden is duly elected President & CEO of the Corporation.

Andrea D Beaudoin
Signature of Assistant Secretary

State of New Hampshire

County of Merrimack

The forgoing instrument was acknowledged before me this 12 day of June, 2019 by Andrea D. Beaudoin.



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

Commission Expires: 12/5/23

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/15/2020

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.

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

| | | | |
|---|--|--|--|
| PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123 | | CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: | |
| INSURED Riverbend Community Mental Health Inc. 278 Pleasant Street Concord, NH 03301 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Philadelphia Indemnity Insurance Co. | |
| | | INSURER B: Granite State Healthcare & Human Svc WC | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|------------------------------------|--------------------------|--------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | PHPK2042932 | 10/01/2019 | 10/01/2020 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | PHPK2042929 | 10/01/2019 | 10/01/2020 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10K | | | PHUB695250 | 10/01/2019 | 10/01/2020 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | HCHS20200000230 HCHS20200000228 | 02/01/2020 02/01/2020 | 02/01/2021 02/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| | Professional Liability | | | PHPK2042932 | 10/01/2019 | 10/01/2020 | \$1,000,000 Ea. Incident \$3,000,000 Aggregate |

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

CERTIFICATE HOLDER

CANCELLATION

NH DHHS
 129 Pleasant St.
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Sam Hart



Mission

We care for the mental health of our community.

Vision

- *We provide responsive, accessible, and effective mental health services.*
- *We seek to sustain mental health and promote wellness.*
- *We work as partners with consumers and families.*
- *We view recovery and resiliency as an on-going process in which choice, education, advocacy, and hope are key elements.*
- *We are fiscally prudent and work to ensure that necessary resources are available to support our work, now and in the future.*

Values

- *We value diversity and see it as essential to our success.*
- *We value staff and their outstanding commitment and compassion for those we serve.*
- *We value quality and strive to continuously improve our services by incorporating feedback from consumers, families and community stakeholders.*
- *We value community partnerships as a way to increase connections and resources that help consumers and families achieve their goals.*

Revised 8-23-07

Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2019

Riverbend Community Mental Health, Inc.
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June 30, 2019

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2019 and 2018, and the related statements of operations 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Riverbend Community Mental Health, 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 supplementary information on Pages 17 through 20 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Effect of Adopting New Accounting Standard

As discussed in Note 16 to the financial statements, the Organization conformed to ASU 2016-14, change in accounting principal. The change was adopted retroactively. Our opinion is not modified with respect to that matter.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 18, 2019, on our consideration of Riverbend Community Mental Health, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Riverbend Community Mental Health, Inc.'s internal control over financial reporting and compliance.

Kittell, Braragan + Sargent

St. Albans, Vermont
September 18, 2019

Riverbend Community Mental Health, Inc.
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

| | <u>2019</u> | <u>2018</u> |
|--|--------------------------|--------------------------|
| CURRENT ASSETS | | |
| Cash and cash equivalents | \$ 2,392,018 | \$ 2,926,405 |
| Client service fees receivable, net | 1,929,981 | 1,221,980 |
| Other receivables | 1,430,061 | 501,028 |
| Investments | 7,718,954 | 7,580,964 |
| Prepaid expenses | 107,016 | 89,261 |
| Tenant security deposits | 26,286 | 23,836 |
| TOTAL CURRENT ASSETS | <u>13,604,316</u> | <u>12,343,474</u> |
| PROPERTY & EQUIPMENT, NET | <u>12,344,584</u> | <u>10,441,620</u> |
| OTHER ASSETS | | |
| Interest rate swap | - | 50,135 |
| Investment in Behavioral Information Systems | 105,125 | 101,340 |
| TOTAL OTHER ASSETS | <u>105,125</u> | <u>151,475</u> |
| TOTAL ASSETS | <u>\$ 26,054,025</u> | <u>\$ 22,936,569</u> |

LIABILITIES AND NET ASSETS

| | | |
|--|--------------------------|--------------------------|
| CURRENT LIABILITIES | | |
| Accounts payable | \$ 314,218 | \$ 281,650 |
| Accrued expenses | 1,148,220 | 566,806 |
| Tenant security deposits | 26,286 | 23,961 |
| Accrued compensated absences | 766,213 | 723,251 |
| Current portion of long-term debt | 229,808 | 200,000 |
| Deferred revenue | 27,362 | 68,170 |
| TOTAL CURRENT LIABILITIES | <u>2,512,107</u> | <u>1,863,838</u> |
| LONG-TERM LIABILITIES | | |
| Long-term debt, less current portion | 7,505,192 | 6,535,000 |
| Unamortized debt issuance costs | (248,865) | (274,759) |
| Long-term debt, net of unamortized debt issuance costs | <u>7,256,327</u> | <u>6,260,241</u> |
| Interest rate swap liability | <u>155,125</u> | <u>-</u> |
| TOTAL LONG-TERM LIABILITIES | <u>7,411,452</u> | <u>6,260,241</u> |
| NET ASSETS | | |
| Net Assets without donor restrictions | 13,441,914 | 12,050,820 |
| Net Assets with donor restrictions | 2,688,552 | 2,761,670 |
| TOTAL NET ASSETS | <u>16,130,466</u> | <u>14,812,490</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 26,054,025</u> | <u>\$ 22,936,569</u> |

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
STATEMENTS OF OPERATIONS
For the Years Ended June 30,

| | 2019 | | | 2018 |
|--|---|--|----------------------|----------------------|
| | Net Assets without Donor Restrictions | Net Assets with Donor Restrictions | All Funds | |
| PUBLIC SUPPORT AND REVENUES | | | | |
| Public support - | | | | |
| Federal | \$ 1,669,950 | \$ - | \$ 1,669,950 | \$ 609,347 |
| State of New Hampshire -- BBH | 1,415,132 | 3,260 | 1,418,392 | 1,598,676 |
| In-kind donations | 170,784 | - | 170,784 | 170,784 |
| Contributions | 158,523 | - | 158,523 | 104,724 |
| Other | 740,599 | - | 740,599 | 789,533 |
| Total Public Support | <u>4,154,988</u> | <u>3,260</u> | <u>4,158,248</u> | <u>3,273,064</u> |
| Revenues - | | | | |
| Client service fees, net of provision for bad debts | 23,739,832 | - | 23,739,832 | 20,872,012 |
| Other | 5,396,063 | - | 5,396,063 | 4,778,125 |
| Net assets released from restrictions | 96,431 | (96,431) | - | - |
| Total Revenues | <u>29,232,326</u> | <u>(96,431)</u> | <u>29,135,895</u> | <u>25,650,137</u> |
| TOTAL PUBLIC SUPPORT AND REVENUES | <u>33,387,314</u> | <u>(93,171)</u> | <u>33,294,143</u> | <u>28,923,201</u> |
| PROGRAM AND ADMINISTRATIVE EXPENSES | | | | |
| Children and adolescents | 5,412,364 | - | 5,412,364 | 5,361,920 |
| Emergency services | 984,337 | - | 984,337 | 1,036,643 |
| Behavioral Crisis Treatment Ctr | 319,996 | - | 319,996 | - |
| ACT Team | 1,662,062 | - | 1,662,062 | 1,562,392 |
| Outpatient - Concord | 5,219,641 | - | 5,219,641 | 4,369,800 |
| Outpatient - Franklin | 2,371,863 | - | 2,371,863 | 2,021,989 |
| Multi-Service Team - Community Support Program | 6,311,862 | - | 6,311,862 | 5,610,044 |
| Mobile Crisis Team | 2,259,419 | - | 2,259,419 | 2,224,997 |
| Community Residence - Twitchell | 995,823 | - | 995,823 | 954,765 |
| Community Residence - Fellowship | 539,079 | - | 539,079 | 586,760 |
| Restorative Partial Hospital | 554,519 | - | 554,519 | 601,282 |
| Supportive Living - Community | 1,441,949 | - | 1,441,949 | 1,383,857 |
| Other Non-BBH | 3,811,589 | - | 3,811,589 | 3,073,506 |
| Administrative | 35,308 | - | 35,308 | (51,885) |
| TOTAL PROGRAM & ADMINISTRATIVE EXPENSES | <u>31,919,811</u> | <u>-</u> | <u>31,919,811</u> | <u>28,716,070</u> |
| EXCESS/(DEFICIENCY) OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS | <u>1,467,503</u> | <u>(93,171)</u> | <u>1,374,332</u> | <u>207,131</u> |
| OTHER INCOME (EXPENSE) | | | | |
| Loss on Extinguishment of Debt | - | - | - | (138,302) |
| Investment Income | 128,851 | 20,053 | 148,904 | 275,333 |
| TOTAL OTHER INCOME | <u>128,851</u> | <u>20,053</u> | <u>148,904</u> | <u>137,031</u> |
| TOTAL INCREASE (DECREASE) IN NET ASSETS | 1,596,354 | (73,118) | 1,523,236 | 344,162 |
| NET ASSETS, BEGINNING OF YEAR | 12,050,820 | 2,761,670 | 14,812,490 | 14,300,555 |
| Change in fair value of interest rate swap | (205,260) | - | (205,260) | 176,773 |
| NET ASSETS, END OF YEAR | <u>\$ 13,441,914</u> | <u>\$ 2,688,552</u> | <u>\$ 16,130,466</u> | <u>\$ 14,821,490</u> |

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

| | <u>2019</u> | <u>2018</u> |
|---|---------------------|---------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Changes in net assets | \$ 1,523,236 | \$ 344,162 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation and amortization | 986,676 | 878,768 |
| Unrealized (gain) loss on investments | 58,896 | (100,619) |
| Loss on disposal of fixed assets | 3,422 | - |
| Loss on extinguishment of debt | - | 138,302 |
| Changes in: | | |
| Client service fee receivables | (708,001) | (150,415) |
| Other receivables | (929,033) | 154,974 |
| Prepaid expenses | (17,755) | 37,483 |
| Tenant security deposits | (125) | 125 |
| Accounts payable and accrued expenses | 656,944 | 260,187 |
| Deferred revenue | (40,808) | 5,812 |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | <u>1,533,452</u> | <u>1,568,779</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Purchase of fixed assets | (1,667,168) | (811,994) |
| Investment activity, net | (200,671) | (46,930) |
| NET CASH (USED) BY INVESTING ACTIVITIES | <u>(1,867,839)</u> | <u>(858,924)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Debt issuance cost | - | (30,078) |
| Principal payments on long-term debt | (200,000) | (215,981) |
| NET CASH (USED) BY FINANCING ACTIVITIES | <u>(200,000)</u> | <u>(246,059)</u> |
| NET INCREASE (DECREASE) IN CASH | (534,387) | 463,796 |
| CASH AT BEGINNING OF YEAR | <u>2,926,405</u> | <u>2,462,609</u> |
| CASH AT END OF YEAR | <u>\$ 2,392,018</u> | <u>\$ 2,926,405</u> |
| SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION | | |
| Cash payments for interest | <u>\$ 215,104</u> | <u>\$ 286,387</u> |
| Fixed assets acquired through issuance of long-term debt | <u>\$ 1,200,000</u> | <u>\$ -</u> |

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Riverbend Community Mental Health, Inc. (Riverbend) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs. The organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). It operates in the Merrimack and Hillsborough counties of New Hampshire.

Income Taxes

Riverbend Community Mental Health, Inc., is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, it is exempt from income taxes on its exempt function income.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2016, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Related Organizations

Riverbend is an affiliate of Capital Region Health Care (CRHC). CRHC is a comprehensive healthcare service system consisting of one hospital, one visiting nurse association, real estate holding companies and a variety of physician service companies. The affiliation exists for the purpose of integrating and improving the delivery of healthcare services to the residents of the central New Hampshire area.

Penacook Assisted Living Facility (PALF) is managed by Riverbend. PALF is a 501(c)(3) organization and operates the "John H. Whitaker Place" assisted care community located in Penacook, New Hampshire.

Basis of Presentation

The financial statements 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 Organizations" (the "Guide"). (ASC) 958-205 was effective January 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 assets of Riverbend and changes therein are classified as follows:

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

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net assets with donor restrictions: 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 Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

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.

Property

Property is recorded at cost or, if donated, at fair market value at the date of donation. Depreciation is provided using both straight-line and accelerated methods, over the estimated useful lives of the assets.

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.

Grants

Riverbend receives a number of grants from and has entered into various contracts with the State of New Hampshire and the federal government 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.

In-Kind Donations

Various public and private entities have donated facilities for Riverbend's operational use. The estimated fair value of such donated services is recorded as offsetting revenues and expenses in the accompanying statement of revenue support and expenses of general funds.

Revenue

Grant revenue received by Riverbend is deferred until the related services are provided.

Accounts Receivable

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

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, Riverbend analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payor 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 payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

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

Riverbend has recorded an estimate in the allowance for doubtful accounts of \$2,133,943 and \$1,383,510 as of June 30, 2019 and 2018, respectively. The allowance for doubtful accounts represents 53% of total accounts receivable as of June 30, 2019 and 2018, respectively.

Client Service Revenue

Riverbend recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. Riverbend receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and provision for bad debts) recognized during the year ended June 30, 2019 totaled \$23,739,832, of which \$23,270,551 was revenue from third-party payors and \$469,281 was revenue from self-pay clients.

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

New Hampshire Medicaid

Riverbend is reimbursed for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

Cenpatico

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Beacon Wellness

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

State of New Hampshire

Riverbend is reimbursed for certain expenses through support from the State of New Hampshire general funds accounts. Assertive Continuous Treatment Teams (ACT) for both adults and children, Mobile Crisis Teams, Refugee Interpreter Services are such accounts.

Concord Hospital

Riverbend is reimbursed for certain projects through support from the Concord Hospital for behavioral health services rendered in the emergency room inpatient psychiatric unit and for general administrative services are all reimbursed on a contractual basis.

Approximately 83% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2019. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation and change. As a result, it is possible that recorded estimates could change materially in the near term.

Interest Rate Swap Agreements

Riverbend has adopted professional accounting standards which require that derivative instruments be recorded at fair value and included in the statement of financial position as assets or liabilities. Riverbend uses interest rate swaps to manage risks related to interest rate movements. Interest rate swap contracts are reported at fair value. Riverbend's interest rate risk management strategy is to stabilize cash flow requirements by maintaining contracts to convert variable rate debt to a fixed rate.

Advertising

Advertising costs are expensed as incurred. Total costs were \$168,402 and \$103,965 at June 30, 2019 and 2018, respectively.

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. Riverbend has adjusted the presentation of these statements.

NOTE 2 CASH

At June 30, 2019 and 2018, the carrying amount of cash deposits was \$2,418,304 and \$2,950,241 and the bank balance was \$2,578,539 and \$3,017,642. Of the bank balance, \$631,957 and \$1,050,649 was covered by federal deposit insurance under written agreement between the bank and Riverbend, \$1,946,453 and \$1,966,993 was offset by debt, and the remaining \$129 and \$-0- is uninsured.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 3 ACCOUNTS RECEIVABLE

| | <u>2019</u> | <u>2018</u> |
|--|---------------------------|---------------------------|
| ACCOUNTS RECEIVABLE - TRADE | | |
| Due from clients | \$1,386,938 | \$ 937,441 |
| Receivable from insurance companies | 643,200 | 387,198 |
| Medicaid receivable | 1,672,318 | 1,089,321 |
| Medicare receivable | 355,388 | 191,871 |
| Housing fees | 6,080 | (341) |
| | <u>4,063,924</u> | <u>2,605,490</u> |
| Allowance for doubtful accounts | <u>(2,133,943)</u> | <u>(1,383,510)</u> |
| | <u>\$1,929,981</u> | <u>\$1,221,980</u> |
| | | |
| | <u>2019</u> | <u>2018</u> |
| ACCOUNTS RECEIVABLE - OTHER | | |
| Merrimack County Drug Court | \$ 125,244 | \$ 146,425 |
| Concord Hospital | 560,969 | 131,690 |
| Federal Grant | 556,152 | 99,216 |
| Behavioral Information System - BIS | 58,910 | 40,131 |
| Beacon Health Options - MCO | 76,081 | 32,836 |
| Due from Penacook Assisted Living Facility | 23,104 | 13,761 |
| Other | <u>29,601</u> | <u>36,969</u> |
| | <u>\$1,430,061</u> | <u>\$ 501,028</u> |

NOTE 4 INVESTMENTS

Riverbend has invested funds in various pooled funds with Harvest Capital Management. The approximate breakdown of these investments are as follows at June 30,:

| <u>2019</u> | <u>Cost</u> | <u>Unrealized Gain (Loss)</u> | <u>Market Value</u> |
|-----------------------|---------------------------|-----------------------------------|---------------------------|
| Cash & Money Market | \$ 104,999 | \$ - | \$ 104,999 |
| Corporate Bonds | 636,487 | (17,410) | 619,077 |
| Exchange Traded Funds | 4,323,234 | 414,084 | 4,737,318 |
| Equities | 115,144 | (7,966) | 107,178 |
| Mutual Funds | <u>2,200,571</u> | <u>(50,189)</u> | <u>2,150,382</u> |
| | <u>\$7,380,435</u> | <u>\$ 338,519</u> | <u>\$7,718,954</u> |

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 4 INVESTMENTS (continued)

Investment income (losses) consisted of the following at June 30,:

| <u>2018</u> | <u>Cost</u> | <u>Unrealized Gain (Loss)</u> | <u>Market Value</u> |
|---------------------------|--------------------|-----------------------------------|-------------------------|
| Cash & Money Market | \$ 297,168 | \$ - | \$ 297,168 |
| U.S. Treasuries | 49,426 | 496 | 49,922 |
| Corporate Bonds | 885,154 | (25,303) | 859,851 |
| Exchange Traded Funds | 3,874,998 | 329,768 | 4,204,766 |
| Equities | 111,042 | (7,096) | 103,946 |
| Mutual Funds | <u>2,083,238</u> | <u>(17,927)</u> | <u>2,065,311</u> |
| | <u>\$7,301,026</u> | <u>\$ 279,938</u> | <u>\$7,580,964</u> |
| | | <u>2019</u> | <u>2018</u> |
| Interest and dividends | | \$ 217,991 | \$ 195,629 |
| Realized gains (losses) | | (90,398) | 221,703 |
| Unrealized gains (losses) | | 58,896 | (100,619) |
| Fee expenses | | (42,748) | (41,827) |
| Returns from BIS | | <u>3,785</u> | <u>447</u> |
| TOTAL | | <u>\$ 147,526</u> | <u>\$ 275,333</u> |

NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established 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 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy 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.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 5 FAIR VALUE MEASUREMENTS (continued)

Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

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 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

| | <u>2019</u> | <u>2018</u> |
|--------------------------|----------------------|----------------------|
| Land | \$ 1,275,884 | \$ 953,387 |
| Buildings | 17,183,576 | 14,886,509 |
| Leasehold Improvements | 439,942 | 410,706 |
| Furniture and Fixtures | 3,770,563 | 3,585,143 |
| Equipment | 1,930,086 | 1,686,694 |
| Software licenses | 162,848 | 162,848 |
| CIP | <u>37,024</u> | <u>252,598</u> |
| | 24,799,923 | 21,937,885 |
| Accumulated Depreciation | <u>(12,455,339)</u> | <u>(11,496,265)</u> |
| NET BOOK VALUE | <u>\$ 12,344,584</u> | <u>\$ 10,441,620</u> |

NOTE 7 OTHER INVESTMENTS

Behavioral Information System

Riverbend entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the joint venture, Riverbend invested \$52,350 for a 50% interest in Behavioral Information Systems (BIS).

The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating income for the year has been reflected on the books of Riverbend.

During the years June 30, 2019 and 2018, Riverbend paid BIS \$278,271 and \$40,239, respectively, for software support and services.

BIS owed Riverbend \$58,910 and \$40,131 at June 30, 2019 and 2018, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 8 LONG-TERM DEBT

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

| | <u>2019</u> | <u>2018</u> |
|--|--------------------|--------------------|
| Mortgage payable, \$1,200,000 note dated 6/10/19, secured by Pleasant St. property. Interest at 3.8%, annual principal and interest payments of \$5,630 with a final balloon payment of \$946,441 due June, 2029 | \$ 1,200,000 | \$ - |
| Bond payable, TD Banknorth dated February 2003, interest at a fixed rate of 3.06% with annual debt service payments of varying amounts ranging from \$55,000 in July 2004 to \$375,000 in July 2034. Matures July 2034. The bond is subject to various financial covenant calculations. | 3,205,000 | 3,340,000 |
| Bond payable, NHHEFA dated September 2017, interest at a fixed rate of 2.76% through a swap agreement expiring 9/1/2028 annual debt service payments of varying amounts ranging from \$55,000 in July 2017 to \$475,000 in July 2038. Matures July 2038. The bond is subject to various financial covenant calculations. | 3,330,000 | - |
| Bond payable, NHHEFA dated July 2008, interest at a fixed rate of 3.435% through a swap agreement expiring 7/1/2018, annual debt service payments of varying amounts ranging from \$45,000 in July 2012 to \$475,000 in July 2038. Matures July 2038. The bond was refinanced September 2017. | - | 3,395,000 |
| | 7,735,000 | 6,735,000 |
| Less: Current Portion | (229,808) | (200,000) |
| Long-term Debt | 7,505,192 | 6,535,000 |
| Less: Unamortized debt issuance costs | (248,865) | (274,759) |
| | <u>\$7,256,327</u> | <u>\$6,260,241</u> |

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 8 LONG-TERM DEBT (continued)

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:

| <u>Year Ending June 30,</u> | <u>Amount</u> |
|---------------------------------|-------------------------|
| 2020 | \$ 229,808 |
| 2021 | 242,472 |
| 2022 | 253,357 |
| 2023 | 264,272 |
| 2024 | 275,109 |
| Thereafter | <u>6,469,982</u> |
| | <u>\$ 7,735,000</u> |

Riverbend has an irrevocable direct pay letter of credit which is associated with the 2008 bond. The letter of credit is for the favor of the Trustee of the bond for the benefit of the bond holders under the bond indenture dated September 1, 2017. The letter is for \$3,395,000 and expires September 1, 2028.

As part of the change in account principal discussed in Note 16, \$45,272 of long-lived grants previously included in long-term debt were restated under the adoption of ASU 2016-14.

NOTE 9 DEFERRED INCOME

| | <u>2019</u> | <u>2018</u> |
|--------------------------------------|--------------------|--------------------|
| Concord Hospital/Dartmouth Hitchcock | <u>\$ 27,362</u> | <u>\$ 68,170</u> |

NOTE 10 LINE OF CREDIT

As of June 30, 2019, Riverbend had available a line of credit with an upper limit of \$1,500,000. At that date no borrowings were outstanding against the line of credit. These funds are available with an interest rate of TD Bank, N.A. base rate plus .25%, adjusted daily. This line of credit is secured by all accounts receivable of the company and is due on demand. The next review date will be November 30, 2020 and the decision to review the line of credit will be at the sole discretion of the lender.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 11 RELATED PARTY

Penacook Assisted Living Facility, Inc., an affiliate, owed Riverbend at year end.

The balance is comprised of the following at June 30,:

| | <u>2019</u> | <u>2018</u> |
|--|------------------|------------------|
| Ongoing management and administrative services, recorded in other accounts receivable | \$ <u>21,243</u> | \$ <u>13,761</u> |

Riverbend collected \$95,992 and \$82,855 for property management services, \$54,710 and \$78,109 for contracted housekeeping services and \$75,000 and \$-0- for a developers fee from the affiliate during the years ended June 30, 2019 and 2018, respectively.

NOTE 12 EMPLOYEE BENEFIT PLAN

Riverbend makes contributions to a 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the years ended June 30, 2019 and 2018, such contributions were \$338,574 and \$297,889, respectively.

NOTE 13 OPERATING LEASES

Riverbend leases operating facilities from various places. The future minimum lease payments are as follows:

| <u>Year Ending June 30,</u> | <u>Amount</u> |
|---------------------------------|-------------------|
| 2020 | \$ 119,863 |
| 2021 | 121,492 |
| 2022 | 123,171 |
| 2023 | 90,121 |
| 2024 | <u>73,226</u> |
| | <u>\$ 527,873</u> |

Total rent expense for the years ended June 30, 2019 and 2018 was \$144,593 and \$76,440, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 14 LIQUIDITY

The following reflects Riverbend's financial assets available within one year of June 30, 2019 for general expenditures are as follows:

| | |
|---|--------------------------|
| Cash and Cash Equivalents | \$ 2,392,018 |
| Accounts Receivable (net) | 3,360,042 |
| Investments | <u>7,718,954</u> |
| Financial assets, at year end | <u>13,471,014</u> |
| Less those unavailable for general expenditures within one year due to: | |
| Restricted by donor with time or purpose restrictions | <u>(2,688,552)</u> |
| Financial assets available within one year for general expenditures | <u>\$ 10,782,462</u> |

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

Investments in real estate and partnerships are not included as they are not considered to be available within one year.

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

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS

Net Assets with donor restrictions are restricted and summarized as follows as of June 30, 2019:

| | 2019 | | |
|-----------------------|-----------------------|------------------------|---------------------|
| | Purpose Restricted | Perpetual in Nature | Total |
| Babcock Fund | \$ 144,835 | \$ - | \$ 144,835 |
| Capital Campaign Fund | - | 2,412,487 | 2,412,487 |
| Development Fund | <u>131,230</u> | <u>-</u> | <u>131,230</u> |
| | <u>\$ 276,065</u> | <u>\$ 2,412,487</u> | <u>\$ 2,688,552</u> |

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

| | 2018 | | |
|------------------|-----------------------|------------------------|---------------------|
| | Purpose Restricted | Perpetual in Nature | Total |
| Babcock Fund | \$ 149,635 | \$ - | \$ 149,635 |
| Charles Schwab | - | 2,482,225 | 2,482,225 |
| Development Fund | 129,810 | - | 129,810 |
| | <u>\$ 279,445</u> | <u>\$ 2,482,225</u> | <u>\$ 2,761,670</u> |

On December 28, 1978 the Jo Babcock Memorial Fund was established by Henry Frances Babcock of Belmont, MA, in memory of their daughter. Designated for the treatment of outpatients, in particular those who are unable to pay for services, the Babcock Fund, may also be used to purchase equipment for research or treatment.

The initial gift consisted of 250 shares of Merck stock, in street form. The stocks were subsequently sold. In 1979, the Babcock Family sent additional funds in the form of bonds, etc.

Capital Campaign Fund – (Charles Schwab)

In the spring of 2003, Riverbend Community Mental Health completed a campaign seeking to raise capital support from community leaders, families, friends, corporations, and foundations. The campaign was intended to identify urgent capital projects that could expand and improve services to a relatively underserved population of clients.

The overall campaign is also intended to provide new and improved facilities for the Riverbend community, and enhance the services provided to the patients at Riverbend Community Mental Health, Inc.

The Development Fund – (Charles Schwab)

The Development Fund consists of agreements with various corporations and foundations that specifically designate their contributions to be utilized for supporting program service expenses; funds are restricted in order for Riverbend to ensure that almost all of each individual contribution received can go toward supporting programs and initiatives that benefit the community.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

Below is the breakdown of the restricted activity above for the year ending June 30, 2019:

| | |
|--|-------------------------|
| Investment Income | \$ 21,918 |
| Unrealized Gain on Investments | 16,098 |
| Investment Fees | <u>(17,963)</u> |
| Total Annuity Activity | 20,053 |
| New Grants | <u>3,260</u> |
| Net assets released from restrictions | <u>(96,431)</u> |
| Beginning Assets with Donor Restrictions | <u>2,761,670</u> |
| Ending Assets with Donor Restrictions | <u>\$ 2,688,552</u> |

NOTE 16 CHANGE IN ACCOUNTING PRINCIPAL – RETROSPECTIVE APPLICATION

On January 1, 2018, Riverbend 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, Riverbend 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 | \$ (11,416,536) |
| Temporarily Restricted Net Assets | \$ (3,350,682) |
| Long-lived Grants | \$ (45,272) |
| Net Assets without Donor Restrictions | \$ 12,050,820 |
| Net Assets with Donor Restrictions | \$ 2,761,670 |

NOTE 17 SUBSEQUENT EVENTS

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through September 18, 2019, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2019, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2019, with
Comparative Totals for 2018

| | 2019 Total | Total Admin. | Total Programs | Children & Adolescents | Emergency Services/ Assessment | Behavioral Crisis Treatment Ctr. | Restorative Partial Hospital | Choices, RCA, Inpatient, Autism, Drug Court (Non-Eligibles) | ACT Team | Multi- Service Team | Mobile Crisis Team | Comm. Res. Twitcheil | Comm. Res. Fellowship | Comm. Supp. Living | Other (Non-BBH) | 2018 |
|-------------------------|---------------|-----------------|-------------------|---------------------------|--------------------------------------|--|------------------------------------|--|--------------|---------------------------|--------------------------|----------------------------|-----------------------------|--------------------------|--------------------|---------------|
| PROGRAM SERVICE FEES | | | | | | | | | | | | | | | | |
| Net Client Fees | \$ 469,281 | \$ - | \$ 469,281 | \$ 36,063 | \$ 62,976 | \$ 12,575 | \$ 14,620 | \$ 100,860 | \$ 53,785 | \$ 70,556 | \$ 28,575 | \$ 57,064 | \$ 3,352 | \$ 18,414 | \$ 10,421 | \$ 462,222 |
| HMO's | 962,740 | - | 962,740 | 304,721 | 42,456 | 1,737 | - | 394,994 | 15,123 | 154,587 | 49,122 | - | - | - | - | 838,136 |
| Blue Cross/Blue Shield | 534,156 | - | 534,156 | 123,081 | 18,363 | 200 | 1,920 | 284,213 | 9,748 | 79,471 | 17,100 | - | - | - | 60 | 453,928 |
| Medicaid | 19,781,478 | 191,492 | 19,589,984 | 4,369,065 | 114,469 | 4,664 | 355,418 | 1,549,384 | 897,418 | 10,570,048 | 327,333 | 420,308 | 199,294 | 579,225 | 203,340 | 17,378,074 |
| Medicare | 895,652 | - | 895,652 | 2,622 | 7,728 | 611 | 12,394 | 338,946 | 26,233 | 508,555 | 563 | - | - | - | - | 668,815 |
| Other Insurance | 655,435 | - | 655,435 | 194,752 | 35,051 | - | 7,047 | 295,230 | 14,298 | 105,858 | 3,201 | - | - | - | - | 527,880 |
| Other Program Fees | 441,092 | 705 | 440,387 | 18,631 | 401 | 373 | 6,658 | 1,808 | - | 2,827 | 599 | 132,061 | - | 245,790 | 33,039 | 512,957 |
| PROGRAM SALES | | | | | | | | | | | | | | | | |
| Service | 5,396,063 | - | 5,396,063 | - | 1,192,471 | - | - | 1,443,256 | - | 93,530 | - | - | - | - | 2,688,806 | 4,778,125 |
| PUBLIC SUPPORT | | | | | | | | | | | | | | | | |
| United Way | 3,366 | - | 3,366 | 3,366 | - | - | - | - | - | - | - | - | - | - | - | 11,980 |
| Local/County Gov't. | 4,000 | - | 4,000 | 4,000 | - | - | - | - | - | - | - | - | - | - | - | 4,000 |
| Donations/Contributions | 158,523 | - | 158,523 | 23,415 | - | - | 70 | 40,344 | - | 20 | 10,000 | - | - | - | 84,674 | 104,724 |
| Other Public Support | 650,050 | (1,188) | 651,236 | 33,932 | (145) | - | - | 578,708 | 1,050 | 21,906 | 14,109 | - | - | 111 | 1,565 | 713,684 |
| FEDERAL FUNDING | | | | | | | | | | | | | | | | |
| Other Federal Grants | 1,633,700 | - | 1,633,700 | - | 1,471 | 173,343 | - | 55,506 | 98,653 | 5,000 | 467,354 | - | - | - | 832,171 | 573,100 |
| PATH | 36,250 | - | 36,250 | - | - | - | - | - | - | - | - | - | - | 36,250 | - | 36,247 |
| IN-KIND DONATIONS | 170,784 | - | 170,784 | 5,200 | - | - | - | - | - | - | - | - | - | 20,698 | - | 170,784 |
| OTHER REVENUES | 83,183 | 35,983 | 47,200 | 4,628 | 15 | - | - | 772 | 356 | 10,974 | 90 | 144,888 | - | 23 | 30,342 | 59,669 |
| BBH | 1,418,392 | - | 1,418,392 | 6,108 | 6,237 | 173,343 | - | 28,596 | 270,147 | 3,000 | 930,862 | - | - | - | - | 1,598,676 |
| TOTAL PROGRAM REVENUES | \$ 33,294,143 | \$ 226,894 | \$ 33,067,149 | \$ 5,127,824 | \$ 1,481,493 | \$ 366,646 | \$ 398,127 | \$ 5,112,618 | \$ 1,387,009 | \$ 11,624,332 | \$ 1,849,008 | \$ 754,317 | \$ 202,848 | \$ 900,511 | \$ 3,862,418 | \$ 28,823,201 |

Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2019, with
Comparative Totals for 2018

| | 2019 Totals | Total Admin. | Total Programs | Children & Adolescents | Emergency Services/ Assessment | Behavioral Crisis Treatment Ctr. | Restorative Partial Hospital | Choices, RCA, Inpatient, Autism, Drug Court (Non-Eligible) | ACT Team | Mult- Service Team | Mobile Crisis Team | Comm. Res. Twitcheall | Comm. Res. Fellowship | Comm. Supp. Living | Other (Non-BBH) | 2018 |
|----------------------------------|----------------|-----------------|-------------------|---------------------------|--------------------------------------|--|------------------------------------|---|--------------|--------------------------|--------------------------|-----------------------------|-----------------------------|--------------------------|--------------------|---------------|
| PERSONNEL COSTS | | | | | | | | | | | | | | | | |
| Salary & Wages | \$ 20,281,709 | \$ 1,337,918 | \$ 18,943,793 | \$ 3,175,539 | \$ 703,099 | \$ 164,259 | \$ 253,857 | \$ 3,178,082 | \$ 1,004,782 | \$ 5,347,212 | \$ 1,410,414 | \$ 488,889 | \$ - | \$ 754,944 | \$ 2,455,006 | \$ 18,573,428 |
| Employee Benefits | 4,100,848 | 292,823 | 3,808,025 | 737,390 | 76,152 | 13,842 | 69,751 | 404,410 | 281,579 | 1,232,162 | 228,317 | 121,568 | - | 197,773 | 445,281 | 3,786,178 |
| Payroll Taxes | 1,471,532 | 100,188 | 1,371,344 | 231,796 | 52,302 | 12,585 | 19,495 | 209,833 | 72,342 | 394,833 | 105,039 | 38,663 | - | 57,055 | 179,321 | 1,335,337 |
| PROFESSIONAL FEES | | | | | | | | | | | | | | | | |
| Substitute Staff | 594,780 | 74,823 | 519,957 | - | - | - | - | 348,782 | - | - | - | - | - | - | 171,175 | 132,490 |
| Accounting | 46,383 | 46,383 | - | - | - | - | - | - | - | - | - | - | - | - | - | 40,375 |
| Legal Fees | 35,305 | 35,305 | - | - | - | - | - | - | - | - | - | - | - | - | - | 13,961 |
| Other Prof. Fees/Consult. | 1,324,110 | 460,294 | 863,816 | 31,261 | 1,067 | 60,886 | 18,782 | 42,432 | 4,070 | 73,288 | 24,484 | 1,773 | 527,344 | 1,805 | 78,874 | 1,045,932 |
| STAFF DEV. & TRAINING | | | | | | | | | | | | | | | | |
| Journals & Pub. | 8,608 | 1,450 | 7,158 | 1,492 | 3 | 107 | 141 | 2,912 | 82 | 937 | 65 | 504 | - | 3 | 910 | 8,596 |
| Conferences and Conv. | 77,539 | 17,369 | 60,170 | 12,999 | 832 | 135 | 37 | 14,018 | 1,209 | 11,428 | 7,287 | 1,390 | - | 1,439 | 8,598 | 101,451 |
| OCCUPANCY COSTS | | | | | | | | | | | | | | | | |
| Rent | 169,440 | 14,432 | 155,008 | 21,708 | - | - | 39,631 | 43,288 | 782 | 480 | - | - | - | - | 49,119 | 98,057 |
| Heating Costs | 82,127 | 5,620 | 76,507 | 5,637 | 254 | 358 | 3,777 | 8,259 | 816 | 12,539 | 5,241 | - | - | - | 1,714 | 54,056 |
| Other Utilities | 185,146 | 23,907 | 171,239 | 28,327 | 507 | 627 | 6,989 | 18,869 | 5,710 | 41,243 | 16,381 | 10,647 | - | 36,680 | 7,359 | 193,062 |
| Maintenance and Repairs | 171,632 | 23,808 | 147,824 | 24,512 | 810 | 2,788 | 6,659 | 17,478 | 3,828 | 29,011 | 18,644 | 6,488 | - | 33,922 | 6,706 | 159,843 |
| Taxes | 5,304 | - | 5,304 | - | - | - | - | - | - | - | - | - | - | - | 5,304 | 5,540 |
| Other Occupancy Costs | 42,249 | 12,580 | 29,669 | 3,906 | 42 | 5,475 | 806 | 2,747 | 360 | 6,749 | 2,592 | 919 | - | 1,795 | 4,298 | 48,788 |
| CONSUMABLE SUPPLIES | | | | | | | | | | | | | | | | |
| Office | 268,863 | 73,943 | 194,915 | 38,331 | 1,159 | 3,292 | 3,324 | 28,033 | 10,106 | 69,788 | 14,084 | 7,444 | 2 | 8,435 | 20,919 | 257,890 |
| Building/Household | 69,529 | 8,685 | 60,844 | 7,089 | 244 | 375 | 6,632 | 2,280 | 1,956 | 15,787 | 4,900 | 9,806 | - | 8,743 | 2,983 | 52,034 |
| Educational/Training | 33,330 | - | 33,330 | 20,088 | - | 84 | 213 | 8,768 | 1,985 | 1,447 | (33) | 32 | - | 64 | 2,872 | 33,101 |
| Food | 83,208 | 14,912 | 68,296 | 5,794 | 302 | 527 | 16,275 | 3,243 | 239 | 6,312 | 14,196 | 18,539 | - | 3,087 | 1,782 | 93,186 |
| Medical | 97,346 | 344 | 97,002 | 785 | (101) | 3,422 | 281 | 48,873 | 446 | 3,897 | 3,089 | 268 | - | 217 | 25,902 | 41,834 |
| ADVERTISING | 168,401 | 110,636 | 57,765 | 8,313 | 436 | 8,144 | 622 | 5,458 | 1,983 | 12,279 | 7,704 | 1,305 | - | 1,935 | 8,386 | 103,965 |
| PRINTING | 38,665 | 27,675 | 10,990 | 1,810 | 1,227 | (23) | - | 1,870 | 340 | 4,076 | (173) | 180 | - | 40 | 1,673 | 33,714 |
| TELEPHONE/ | | | | | | | | | | | | | | | | |
| COMMUNICATIONS | 333,255 | 51,908 | 281,349 | 51,880 | 26,662 | 713 | 2,822 | 38,430 | 11,098 | 75,342 | 33,880 | 9,184 | - | 13,079 | 19,299 | 301,687 |
| POSTAGE/SHIPPING | 19,134 | 6,280 | 12,854 | 2,418 | 242 | 382 | 525 | 1,373 | 495 | 4,536 | 801 | 289 | - | 823 | 860 | 25,965 |
| TRANSPORTATION | | | | | | | | | | | | | | | | |
| Staff | 365,394 | 55,077 | 310,317 | 69,478 | 787 | 282 | 44 | 21,302 | 35,225 | 180,350 | 3,838 | 860 | - | 6,407 | 11,814 | 377,919 |
| Clients | 38,144 | 2,388 | 35,756 | 5,348 | - | - | 16,474 | (5) | - | 845 | 3,961 | 4,960 | - | 4,175 | - | 30,750 |
| INSURANCE | | | | | | | | | | | | | | | | |
| Malpractice and Bonding | 164,333 | 18,131 | 146,202 | 26,044 | 1,806 | 1,267 | 3,081 | 19,582 | 9,476 | 44,437 | 21,555 | 4,575 | - | 8,945 | 7,874 | 150,479 |
| Vehicles | 14,142 | 1,100 | 13,042 | 1,932 | - | - | 4,992 | - | - | 745 | - | 3,589 | - | 1,804 | - | 15,227 |
| Comp. Property & Liab. | 21,173 | 3,682 | 17,491 | 4,149 | 95 | 101 | 71 | 2,218 | 690 | 5,126 | 1,465 | 80 | - | 2,722 | 774 | 18,982 |
| INTEREST EXPENSE | 215,104 | 89,863 | 125,241 | 67,460 | 1,896 | 685 | (2,161) | 34,012 | 2,760 | - | 5,339 | - | - | 14,933 | 1,487 | 286,387 |
| IN-KIND EXPENSE | 170,784 | - | 170,784 | 5,200 | - | - | - | - | - | - | - | 144,888 | - | 20,698 | - | 170,784 |
| DEPRECIATION AND | | | | | | | | | | | | | | | | |
| AMORTIZATION | 988,676 | 406,494 | 582,182 | 165,029 | 3,101 | 1,783 | 2,457 | 113,258 | 17,552 | 106,881 | 69,596 | 4,894 | - | 68,290 | 33,271 | 878,789 |
| EQUIPMENT MAINTENANCE | 37,206 | 9,840 | 27,366 | 8,833 | 725 | 34 | 953 | 3,811 | 1,115 | 6,194 | 3,609 | 1,818 | - | 724 | 1,850 | 28,326 |
| MEMBERSHIP DUES | 43,325 | 39,034 | 4,291 | 850 | - | - | 3 | 2,535 | 75 | 921 | 530 | 223 | - | 3 | 151 | 65,189 |
| OTHER EXPENDITURES | 147,109 | 23,577 | 123,532 | 36,400 | 780 | 2,148 | 8,164 | 14,693 | 3,483 | 25,623 | 9,152 | 3,639 | - | 4,824 | 14,825 | 164,789 |
| TOTAL EXPENSES | 31,919,811 | 3,368,282 | 28,551,529 | 4,801,826 | 873,299 | 283,699 | 491,987 | 4,830,843 | 1,474,574 | 7,704,184 | 2,004,547 | 883,490 | 527,346 | 1,278,291 | 3,578,283 | 28,716,070 |
| ADMIN ALLOCATION | - | (3,352,974) | 3,352,974 | 610,538 | 111,038 | 36,067 | 82,652 | 568,798 | 187,488 | 979,591 | 294,872 | 112,333 | 11,733 | 162,658 | 235,306 | - |
| TOTAL PROGRAM | | | | | | | | | | | | | | | | |
| EXPENSES | 31,919,811 | 35,308 | 31,884,503 | 5,412,364 | 984,337 | 319,766 | 554,639 | 5,219,641 | 1,662,062 | 8,683,725 | 2,259,419 | 995,823 | 539,079 | 1,441,949 | 3,811,589 | 28,716,070 |
| SURPLUS/(DEFICIT) | \$ 1,374,332 | \$ 191,888 | \$ 1,182,444 | \$ (284,540) | \$ 497,158 | \$ 46,850 | \$ (156,392) | \$ (107,023) | \$ (275,053) | \$ 2,940,607 | \$ (410,411) | \$ (241,608) | \$ (338,433) | \$ (541,433) | \$ 50,829 | \$ 207,131 |

Riverbend Community Mental Health, Inc.
ANALYSIS OF DHHS-BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2019

| | Receivable From BBH Beginning of Year | BBH Revenues Per Audited Financial Statements | Receipts for Year | Receivable from BBH End of Year |
|------------------------------|---|---|----------------------|--|
| Contract Year, June 30, 2019 | \$ 74 | \$ 1,418,392 | \$ (1,281,376) | \$ 137,090 |

Analysis of Receipts:

BBH & Federal Fund Payments

| | | |
|------------------|--------------------|---------------------|
| 07/19/18 \$ 74 | 12/05/18 \$ 27,032 | 03/20/19 \$ 166,396 |
| 08/01/18 99,216 | 12/05/18 107 | 03/25/19 23,968 |
| 08/07/18 4,000 | 12/05/18 122,558 | 03/25/19 13,641 |
| 09/05/18 11,741 | 12/05/18 3,416 | 04/05/19 7,493 |
| 09/05/18 24,488 | 12/07/18 7,968 | 04/18/19 14,333 |
| 09/10/18 84,208 | 01/10/19 6,530 | 04/18/19 25,648 |
| 09/11/18 74 | 01/11/19 153 | 04/18/19 171,143 |
| 09/11/18 5,000 | 01/11/19 13,615 | 04/18/19 3,579 |
| 09/11/18 3,314 | 01/11/19 24,538 | 04/24/19 163,270 |
| 09/28/18 17,807 | 01/11/19 183,922 | 05/14/19 21,579 |
| 09/28/18 36,568 | 01/11/19 3,415 | 05/14/19 15,973 |
| 09/28/18 2,050 | 02/04/19 6,472 | 05/14/19 197,600 |
| 10/02/18 133,725 | 02/06/19 14,601 | 05/14/19 5,249 |
| 10/17/18 92 | 02/06/19 23,959 | 05/17/19 6,908 |
| 10/17/18 5,475 | 02/11/19 8,153 | 05/23/19 9,925 |
| 10/26/18 126,597 | 02/11/19 117,493 | 05/23/19 10,389 |
| 10/30/18 6,936 | 02/14/19 2,941 | 05/23/19 13,595 |
| 11/02/18 628 | 02/14/19 303 | 05/23/19 50,329 |
| 11/02/18 13,501 | 02/14/19 213,294 | 06/11/19 303 |
| 11/02/18 22,649 | 02/14/19 3,518 | 06/12/19 5,005 |
| 11/02/18 85 | 02/28/19 2,273 | 06/12/19 516 |
| 11/02/18 123,117 | 03/04/19 530 | 06/12/19 73,890 |
| 11/02/18 5,000 | 03/04/19 14,310 | 06/12/19 2,353 |
| 11/02/18 3,603 | 03/04/19 24,145 | 06/12/19 1,202 |
| 11/27/18 4,767 | 03/04/19 148 | 06/14/19 3,501 |
| 12/05/18 228 | 03/04/19 3,479 | 06/28/19 38,346 |
| 12/05/18 13,507 | 03/07/19 7,080 | |

Less: Federal Monies (1,349,162)

\$ 1,281,376

Riverbend Community Mental Health, Inc.
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2019

| | <u>Accounts Receivable, Beginning</u> | <u>Gross Fees</u> | <u>Contractual Allowances & Discounts</u> | <u>Bad Debts and Other Charges</u> | <u>Cash Receipts</u> | <u>Accounts Receivable, Ending</u> |
|------------------------|---|-----------------------|---|--|--------------------------|--|
| Client fees | \$ 937,440 | \$ 3,648,493 | \$ (2,213,240) | \$ (510,677) | \$ (475,077) | \$ 1,386,939 |
| Blue Cross/Blue Shield | 81,073 | 818,121 | (284,568) | 5,839 | (531,087) | 89,398 |
| Medicaid | 1,089,323 | 39,023,788 | (19,242,645) | (10,106) | (19,188,042) | 1,672,318 |
| Medicare | 191,871 | 1,215,836 | (320,184) | 54,328 | (786,463) | 355,388 |
| Other Insurance | 306,125 | 2,508,422 | (890,238) | 82,470 | (1,452,977) | 553,802 |
| Housing fees | <u>(342)</u> | <u>389,597</u> | <u>546</u> | <u>(940)</u> | <u>(382,782)</u> | <u>6,079</u> |
| TOTALS | <u>\$ 2,605,490</u> | <u>\$ 47,604,257</u> | <u>\$ (22,950,329)</u> | <u>\$ (379,086)</u> | <u>\$ (22,816,408)</u> | <u>\$ 4,063,924</u> |

SINGLE AUDIT REPORTS

Riverbend Community Mental Health, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2019

| Federal Grantor/Program Title | Pass-Through Entity Number | CFDA Number | Expenditures |
|--|----------------------------------|----------------|------------------------------|
| U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES | | | |
| Passed through the State of New Hampshire, Department of Health and Human Services: | | | |
| NH State Opioid Response | | 93.788 | \$ 265,940 |
| Medical Assistance Program | | 93.778 | 1,471 |
| Medical Assistance Program | | 93.778 | 41,722 |
| Medical Assistance Program | | 93.778 | 57,131 |
| | | | <u>100,324</u> |
| SAMSHA Projects of Regional and National Significance | 5H79SM062163-02 | 93.243 | <u>566,231</u> |
| Projects for Assistance in Transition from Homelessness | 95-42-123010-7926 | 93.150 | <u>36,250</u> |
| TOTAL EXPENDITURES OF FEDERAL AWARDS | | | <u>\$ 968,745</u> |

NOTE A BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Riverbend Community Mental Health, Inc. under programs of the federal government for the year ended June 30, 2019. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Riverbend Community Mental Health, Inc. it is not intended to and does not present the financial position, changes in net assets, or cash flows of Riverbend Community Mental Health, Inc.

NOTE B SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Riverbend Community Mental Health, Inc., has not elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

Report 2

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2019, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 18, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Riverbend Community Mental Health, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Riverbend Community Mental Health, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Kittell, Braragan + Sargent

St. Albans, Vermont
September 18, 2019



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

Report 3

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL
CONTROL OVER COMPLIANCE REQUIRED
BY THE UNIFORM GUIDANCE**

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

Report on Compliance for Each Major Federal Program

We have audited Riverbend Community Mental Health, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Riverbend Community Mental Health, Inc.'s major federal programs for the year ended June 30, 2019. Riverbend Community Mental Health, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Riverbend Community Mental Health, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Riverbend Community Mental Health, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Riverbend Community Mental Health, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Riverbend Community Mental Health, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Report on Internal Control Over Compliance

Management of Riverbend Community Mental Health, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Riverbend Community Mental Health, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Kittell, Braragan + Sargent

St. Albans, Vermont
September 18, 2019

Riverbend Community Mental Health, Inc.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2019

Report 4

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on whether the financial statements of Riverbend Community Mental Health, Inc. were prepared in accordance with GAAP.
2. There were no significant deficiencies disclosed during the audit of the financial statements. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Riverbend Community Mental Health, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit. No material weaknesses are reported.
5. The auditor's report on compliance for the major federal award programs for Riverbend Community Mental Health, Inc. expresses an unmodified opinion on all major federal programs.
6. There were no audit findings required to be reported in accordance with 2 CFR Section 200.516(a).
7. The programs tested as a major program were:
 - 93.788 - Peer Recovery Support Svs. (PRSS)
 - 93.788 - The Doorways - Hub & Spoke Concord
 - 93.788 - Medication Assisted Treatment (Waypoint FKA Child & Fam. Svs.)
 - 93.243 - PBHCI SAMHSA Grant
8. The threshold used for distinguishing between Types A and B programs was \$750,000.
9. Riverbend Community Mental Health, Inc. was determined to not be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

- There were no findings related to the financial statements audit.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

- There were no findings or questioned costs related to the major federal award programs.

Riverbend Community Mental Health, Inc.
Board of Directors
2019-2020

| |
|---|
| Leslie Walker, CPA, Chair |
| John Barthelmes, Vice Chair |
| James Doremus, Secretary |
| Lisa Madden, President/CEO, <i>Ex Officio</i> |
| Andrea Beaudoin, Assistant Secretary |
| Frank Boucher |
| Leslie Combs |
| Ross Cunningham |
| Christopher Eddy |
| Lucy Hodder |
| Nicholas Larochelle |
| Aaron McIntire |
| Rabbi Robin Nafshi |
| Bradley Osgood |
| Paul Quitadamo |
| Glenn Shepherd |
| James Snodgrass |
| Carol Sobelson |
| Annmarie Timmins |
| Cinde Warrington |
| Robert Steigmeyer, <i>Ex Officio</i> |

JENNIFER M. MULRYAN, MSW, LICSW

PROFESSIONAL SUMMARY

An experienced social worker with over 5 years of experience leading teams, developing training materials, and completing process improvement projects. Experience also includes providing targeted assessment and evaluation that included diagnostic impressions and functional status.

QUALIFICATION SUMMARY

- Master's Degree in Social Work
- New Hampshire Licensed Independent Clinical Social Worker-License No. 2207
- Secret Security Clearance
- Excellent problem solving and critical thinking skills

EXPERIENCE

RIVERBEND CMHC

January 2019-present

Director of Psychiatric Emergency Services

Concord, NH

Provide oversight and leadership to all departments within the Psychiatric Emergency Department. This includes administrative oversight of the operations of hospital-based emergency department staff, mobile crisis services, crisis apartments and Behavioral Health Treatment Center (BHCTC)

- Actively involved with opening the first crisis treatment center in the state of New Hampshire
- Supervises staff of 4 clinical managers responsible for approximately 50 staff members
- Have established a training program within emergency services

BRANDMAN UNIVERSITY

June 2018-December 2018

Adjunct Professor

JBLM, WA

5+ hours per week

Instruct Bachelor of Social Work students on Social Welfare Policies in a blended course format. This includes 3 hours of in-class instruction as well as oversight of the course's online forum. Responsible for preparing class lectures, promoting student participation and interaction and grading student assignments.

- Created supplemental course material to better identify assignment due dates

SERCO, INC.

June 2016-December 2018

Lead Outreach Coordinator

JBLM, WA

Co-lead a team of 6 staff that provides outreach services for approximately 10,000 Marine and Navy Reservists in 11 states. Complete needs assessments that include diagnostic impression and functional status based on presenting status. Supervise staff of assessments and outreach. Refer Service Members to follow up services. Oversee training of new staff on local policies and procedures. Responsible for ensuring documentation and other tasks are done in a timely manner and per standard operating procedures. Manage a travel budget of \$23,000 by ensuring funds are used appropriately. Conduct briefs for service members and unit leadership around Suicide, Stress Management, and other areas.

- Created training manual for new staff that is now being used program wide.
- Region went from being out of compliance in all areas to being one of top performing in the entire program.
- Received Serco's Excellence Award for successfully managing region with no other staff for over 6 months

GEORGIA REGIONAL HOSPITAL

March 2014-February 2016

Chief of Social Work

Savannah, GA

Oversaw a department with 20 staff which included 12 direct reports. Completed bio-psychosocial assessments with patients on the acute unit that included diagnostic impressions. Completed functional status evaluations daily with patients to determine fit for discharge. Provided follow up services to patients upon hospital discharge. Supervised staff on completion of bio-psychosocial assessments and diagnostic impressions. Worked closely with Quality Management Department on Performance Improvement Projects to ensure adherence with Joint Commission and CMS standards. Developed procedures based on data collection, activity reports, planning documents, program plans and objectives. Served as the liaison between the hospital and community providers to promote timely information exchange, establish resource links and community partnerships and ensure continuity of care. This involved working with 6 regional offices across the state, multiple community providers in each region and the state office.

- Completed a Performance Improvement Project on an issue identified in prior Joint Commission survey. There were no negative findings for the entire Social Work Department during the most recent Joint Commission Survey
- Reduced percentage of patients awaiting discharge from 20% to less than 10% in 6 months

ASSOCIATES IN COUNSELING, LLC Therapist

November 2011-December 2013
Colorado Springs, CO

Conducted Psychosocial Assessments on adolescents and adults involved with Department of Human Resources and Probation. Conducted client intake assessments and individual therapy on children, adolescents, adults, couples and families around issues of child abuse (physical, emotional and sexual), domestic violence, trauma, PTSD, anxiety, depression, mood disorders and personality disorders. Also conducted couples and family therapy. Provided group facilitation for Dialectical Behavior Therapy (DBT) Group for adults with multiple diagnoses including Borderline Personality Disorder, Bipolar Disorder, substance abuse issues, PTSD, anxiety and depression. Participated in weekly individual and group clinical supervision. Prepared discharge summaries, treatment plans and treatment notes in a timely manner. Coordinated with other treatment providers and outside community agencies to maintain continuity of care. Conducted safety and risk assessments on high risk clients.

- Created new employee training manual which included writing office policies and procedures
- Trained new employees regarding office policies and procedures

MERCY BEHAVIORAL HEALTH AND WELLNESS Social Work Intern

September 2010-May 2011
Watertown, NY

Developed comprehensive knowledge of the medical records process which included processing releases of records and opening and closing charts. Provided individual counseling for adults, adolescents and children with a broad range of diagnoses. Provided group facilitation for Coping Skills Group for children and Stress Management Group for adults participating in CDT (Continuing Day Treatment).

- Developed an in-service program and resource guide to educate staff on the military structure to better prepare them to work with military members and their families
- Participated in weekly individual and group clinical supervision
- Worked under staff psychologist on completing assessments and diagnostic criteria

BEHAVIORAL HEALTH CARE CLINIC

September 2009-May 2010

Social Work Intern

Fort Drum, NY

Participated in the operations of the Family Advocacy Program which aides in the prevention, education, intervention and treatment of spouse and child abuse. Trained to complete risk assessments in the Warrior Transition Unit and completed service intakes under the direct supervision of a Marriage and Family Therapist in the Social Work Services department.

- Researched best practice in providing clinical intervention for individuals with PTSD and made recommendations that resulted in acquiring resources for clinicians

EDUCATION AND TRAINING

MASTER'S DEGREE IN SOCIAL WORK-SYRACUSE UNIVERSITY, Syracuse, NY

May 2011

BAS IN LEGAL STUDIES-ST PETERSBURG COLLEGE, Clearwater, FL

December 2007

EMDR Level 1 Certified

July 2013

REFERENCES AVAILABLE UPON REQUEST

Riverbend Community Mental Health, Inc.

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|------------------|---------------------------|----------|---------------------------|--------------------------------|
| Jennifer Mulryan | Clinical Project Director | \$79,000 | 10% | \$7,900 |
| To Be Determined | Administrative Support | | 20% | |
| To Be Hired | Clinician | | 100% | |
| To Be Hired | Peer Support Specialist | | 100% | |
| | | | | |

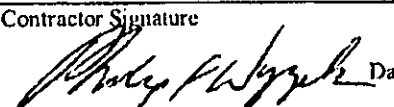
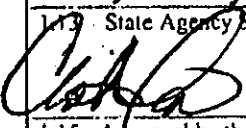
Subject: Rapid Response (SS-2020-DBH-07-RAPID-05)

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

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

| | | | |
|---|---|--|-----------------------------------|
| 1.1 State Agency Name New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Monadnock Family Services | | 1.4 Contractor Address 64 Main St. Suite 301 Keene, NH 03431 | |
| 1.5 Contractor Phone Number (603) 357-4400 | 1.6 Account Number 05-095-092-922010- 19090000-102-500731 | 1.7 Completion Date August 19, 2021 | 1.8 Price Limitation \$173,195 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature  Date: 6/5/20 | | 1.12 Name and Title of Contractor Signatory PHILIP WYCK CEO | |
| 1.13 State Agency Signature  Date: 6/8/20 | | 1.14 Name and Title of State Agency Signatory Catherine Pinos, Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 6/17/20 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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, eliminates 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 hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 early 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 attached 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

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 assignee 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.



EXHIBIT A

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 issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 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 two (2) years 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.



EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Five (5).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.

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EXHIBIT B

- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
- 1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
- 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;
 - 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;



EXHIBIT B

- 1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.
- 1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions, including but not limited to:
 - 1.12.1. Assertive community treatment;
 - 1.12.2. Supported employment;
 - 1.12.3. Illness management and recovery;
 - 1.12.4. Therapeutic behavioral services;
 - 1.12.5. Family support; and
 - 1.12.6. Medication management.
- 1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:
 - 1.13.1. Modular Approach to Therapy for Children (MATCH);
 - 1.13.2. Trauma-focused cognitive behavioral therapy; and
 - 1.13.3. Supported employment for individuals for whom it is developmentally appropriate.
- 1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:
 - 1.14.1. Evaluations;
 - 1.14.2. Withdrawal management;
 - 1.14.3. Outpatient counseling;
 - 1.14.4. Residential services; and
 - 1.14.5. Recovery supports.
- 1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:
 - 1.15.1. Medication Assisted Treatment (MAT);
 - 1.15.2. Cognitive Behavioral Therapy (CBT);
 - 1.15.3. Motivational Enhancement Therapy (MET);
 - 1.15.4. Seeking Safety;

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EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Five (5), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

- 2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.
- 2.2. The Contractor shall ensure that Contractor staff receive training on:
 - 2.2.1. New Hampshire Rapid Response goals and objectives;
 - 2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;
 - 2.2.3. Guideline-based crisis intervention;

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EXHIBIT B

- 2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and
- 2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.
- 2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:
 - 2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.
 - 2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).
 - 2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.
 - 2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.
 - 2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.
 - 2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.
 - 2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.
 - 2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.
 - 2.3.5. If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.
 - 2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

JPW
6/5/20



EXHIBIT B

- 2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

- 3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.
- 3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.
- 3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.
- 3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.
- 3.4.1. The Contractor shall provide a \$20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.
- 3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.
- 3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.
- 3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.
- 3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.
- 3.7. The Contractor may utilize funding in this Agreement designated for data



EXHIBIT B

infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

- 4.1. 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.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Culturally and Linguistically Appropriate Services (CLAS)
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 5.3. Credits and Copyright Ownership
 - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

[Signature]
12/5/20



EXHIBIT B

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. Operation of Facilities: Compliance with Laws and Regulations
 - 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and



EXHIBIT B

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

P/W

6/5/20

New Hampshire Department of Health and Human Services
NH Rapid Response Program



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. 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 Indirect Cost Rate of 10.00% 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.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

| BUDGET | |
|---|------------------|
| Line Item | Amount Amount |
| Staffing | \$113,500 |
| Fringe and Benefits | \$ 34,050 |
| Personal Protective Equipment, Supplies, Technology, and Training | \$ 5,400 |
| Data Collection | \$ 4,500 |
| Indirect Costs on Clinical Services | \$ 15,295 |
| Indirect Costs on Data Collection | \$ 450 |
| Total | \$173,195 |

- 3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
 - 3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
 - 3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served



EXHIBIT C

indicates they cannot afford to pay; the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

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

[Handwritten Signature]
Date 6/5/20



EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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 Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:
 - 12.1.1. 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.
 - 12.1.2. 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.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. 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 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.



EXHIBIT C

- 12.3. 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.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
- 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
- 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
- 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. 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.



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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

6/5/20
Date

Monadnock Family Services
Name:
Title: Philip Kyzivh CEO

Vendor Initials PKW

Date 6/5/20



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

6/5/20
Date

Monahan Family Services
Name: *Philip Kyzar*
Title: *CEO*



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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:

Date

6/5/20

Name:

Title:

Michael Francis Sanni
Phyllis K. Sanni
CEO



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

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

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

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

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

Exhibit G

Vendor Initials

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

6/27/14

Rev. 10/21/14

Page 1 of 2

Date 6/5/20

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name:

Date

Name:
Title:

Manly Family Service
Phil Kyzar
CEO

Exhibit G

Vendor Initials

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



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:

6/5/20
Date

Monarch Family Services
Name: Phil Kyzar
Title: CEO

Vendor Initials PK
Date 6/5/20



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) **Definitions.**

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

PPM

Date 6/5/20



Exhibit I

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

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

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

PRV
6/5/20



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

[Signature]
6/5/20



Exhibit I

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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date



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

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

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

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

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

The 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:

Date

6/5/20

Name:
Title:

Mr. Michael J. Smith
Michael J. Smith
CEO

MSJ

6/5/20

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 073966699
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

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.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

P/W
6/5/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

[Signature]
6/5/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

[Signature]
6/5/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

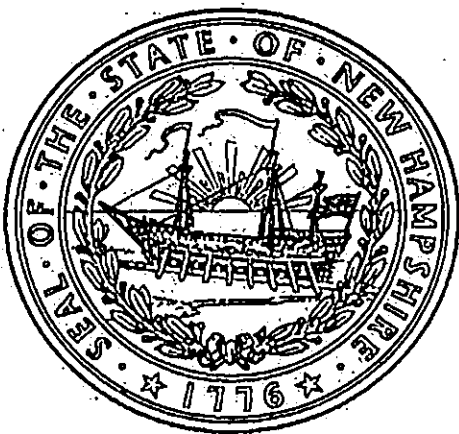
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 1924. 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: 62930

Certificate Number: 0004888363



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Aaron Moody, Secretary, hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Monadnock Family Services.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 4, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Philip Wyzik, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Monadnock Family Service to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate 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: 6/5/20

Signature of Elected Officer

Name: Aaron Moody

Title: Secretary

Gigi A Batchelder

GIGI A. BATCHELDER, Notary Public
My Commission Expires May 1, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/2020

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.

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

| | | | | |
|---|--|--|--|---|
| PRODUCER Brown & Brown of New Hampshire 309 Daniel Webster Highway Merrimack NH 03054 | | CONTACT NAME: Patricia LeBlanc PHONE (A/C, No, Ext): (603) 424-9901 E-MAIL: pleblanc@bbnhins.com ADDRESS: INSURER(S) AFFORDING COVERAGE: INSURER A: The Hanover Insurance Company INSURER B: Allmerica Financial Benefit Insurance Company INSURER C: Technology Insurance Company, Inc. INSURER D: Massachusetts Bay Insurance Company INSURER E: INSURER F: | | FAX (A/C, No): (888) 848-1223 NAIC # 22292 41840 42376 22308 |
| INSURED Monadnock Family Services Inc 84 Main Street Keene NH 03431 | | | | |

COVERAGES**CERTIFICATE NUMBER:** 19-20**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------|--------------------------|--------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | | ZDV D360398-02 | 09/01/2019 | 09/01/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | AWV D360874-02 09/01/2019 09/01/2020 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | UHV D360401-02 | 09/01/2019 | 09/01/2020 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | TWC3823009 | 09/01/2019 | 09/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER 3A State: NH E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| D | Human Services Professional Liability | | | ZDV D360398-02 | 09/01/2019 | 09/01/2020 | Each Claim \$1,000,000 Aggregate \$3,000,000 |

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

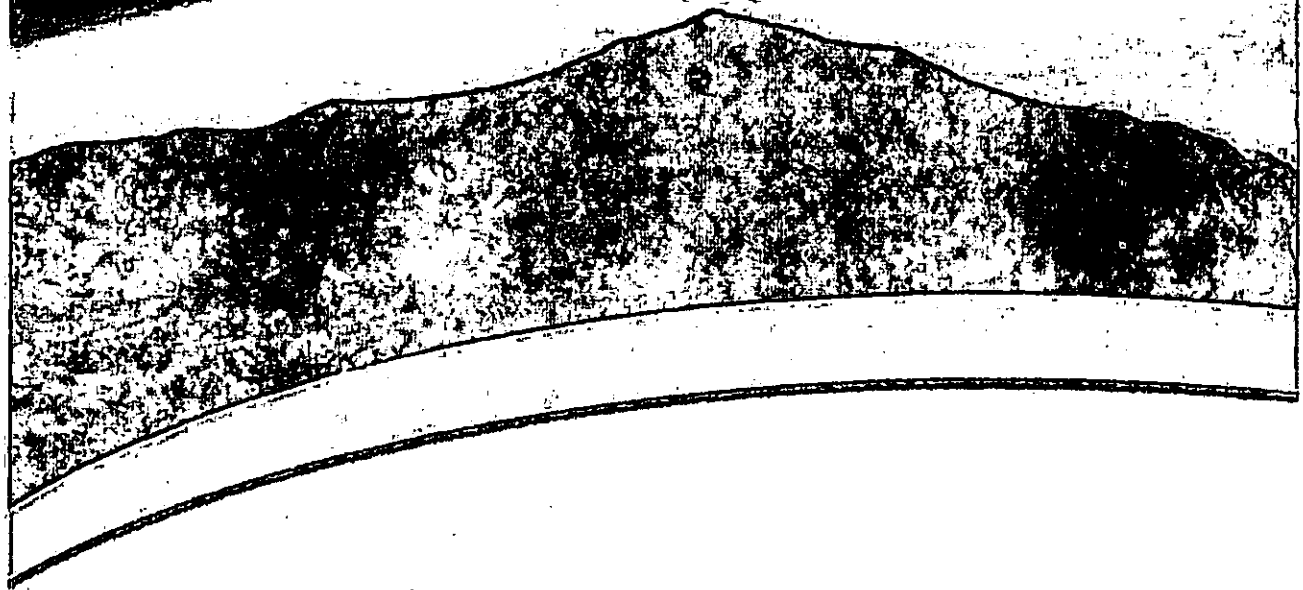
General Liability: Certificate holder is an additional Insured when required by written contract. Employees & Volunteers are an additional insured. All licensed staff, clinicians, except for doctors/psychiatrists are covered under the Monadnock Family Services policies while employed at Monadnock Family Service. This Professional Liability provides Contingent Coverage for Monadnock Family Services for "actions of the doctor/psychiatrist" named in the suit. Primary coverage for the doctor/psychiatrist is not provided however is verified to be elsewhere.

CERTIFICATE HOLDER

| | |
|--|---|
| State of NH Dept of Health and Human Services 129 Pleasant Street Concord NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jake Bernier</i> |
|--|---|

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Our Mission



Our mission is to be a source of health and hope for people and the communities in which they live. We foster mental and emotional wellness for individuals of all ages. We create services that heal, education that transforms, and advocacy that brings a just society.



Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**FOR THE YEARS ENDED
JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

MONADNOCK FAMILY SERVICES, INC.

JUNE 30, 2019 AND 2018

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SUPPLEMENTARY INFORMATION

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

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Monadnock Family Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2019 and 2018, and the related statements of cash flows, and the notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2019.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services, Inc. as of June 30, 2019 and 2018, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2019 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Monadnock Family Services, Inc.'s June 30, 2018 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 5, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 18 - 20 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone, McDonald & Roberts
Professional Association

October 31, 2019
Wolfeboro, New Hampshire

MONADNOCK FAMILY SERVICES, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018**

ASSETS

| | <u>2019</u> | <u>2018</u> |
|--------------------------------------|---------------------|---------------------|
| CURRENT ASSETS | | |
| Cash and equivalents | \$ 1,129,329 | \$ 1,253,641 |
| Accounts receivable: | | |
| Client fees | 309,150 | 190,060 |
| Medicaid and Medicare | 266,341 | 259,762 |
| Insurance | 84,409 | 60,994 |
| Other | 344,184 | 113,609 |
| Allowance for doubtful accounts | (385,497) | (267,102) |
| Prepaid expenses | <u>103,587</u> | <u>57,163</u> |
| Total current assets | <u>1,851,503</u> | <u>1,668,127</u> |
| PROPERTY | | |
| Furniture, fixtures and equipment | 465,669 | 475,199 |
| Vehicles | 194,863 | 183,790 |
| Building and leasehold improvements | <u>131,596</u> | <u>159,459</u> |
| Total | 792,128 | 818,448 |
| Less accumulated depreciation | <u>535,393</u> | <u>661,425</u> |
| Property, net | <u>256,735</u> | <u>157,023</u> |
| OTHER ASSETS | | |
| Interest in net assets of Foundation | <u>1,029,832</u> | <u>828,482</u> |
| Total other assets | <u>1,029,832</u> | <u>828,482</u> |
| Total assets | <u>\$ 3,138,070</u> | <u>\$ 2,653,632</u> |

LIABILITIES AND NET ASSETS

| | | |
|---|---------------------|---------------------|
| CURRENT LIABILITIES | | |
| Accounts payable | \$ 163,631 | \$ 69,235 |
| Accrued salaries, wages, and related expenses | 381,710 | 338,323 |
| Refundable advance | 320,093 | 461,097 |
| Other current liabilities | 65,875 | 65,521 |
| Due to affiliates | <u>552,139</u> | <u>187,225</u> |
| Total liabilities | <u>1,483,448</u> | <u>1,121,401</u> |
| NET ASSETS | | |
| Without donor restrictions | 1,399,625 | 1,246,014 |
| With donor restrictions | <u>254,997</u> | <u>286,217</u> |
| Total net assets | <u>1,654,622</u> | <u>1,532,231</u> |
| Total liabilities and net assets | <u>\$ 3,138,070</u> | <u>\$ 2,653,632</u> |

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.**STATEMENT OF ACTIVITIES****FOR THE YEAR ENDED JUNE 30, 2019 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>2019 Total</u> | <u>2018 Total</u> |
|--|---------------------------------------|------------------------------------|-----------------------|-----------------------|
| CHANGES IN NET ASSETS | | | | |
| Public support and revenue | | | | |
| Program service fees | \$ 9,160,937 | \$ - | \$ 9,160,937 | \$ 8,447,297 |
| Other public support | 570,423 | - | 570,423 | 38,490 |
| Federal funding | 561,592 | - | 561,592 | 679,095 |
| Donations | 299,902 | - | 299,902 | 251,949 |
| United Way | 208,012 | - | 208,012 | 191,208 |
| Local/County government | 182,439 | - | 182,439 | 197,247 |
| Program sales | 87,739 | - | 87,739 | 72,424 |
| Rental income | 2,338 | - | 2,338 | 2,807 |
| Net gain on beneficial interest in Foundation | 186,638 | 14,712 | 201,350 | 194,494 |
| Other income | <u>72,251</u> | <u>-</u> | <u>72,251</u> | <u>9,055</u> |
| | 11,332,271 | 14,712 | 11,346,983 | 10,084,066 |
| Net assets released from restriction | <u>45,932</u> | <u>(45,932)</u> | <u>-</u> | <u>-</u> |
| Total public support and revenue | <u>11,378,203</u> | <u>(31,220)</u> | <u>11,346,983</u> | <u>10,084,066</u> |
| Expenses | | | | |
| Program services | | | | |
| Children & adolescents | 2,578,426 | - | 2,578,426 | 2,186,563 |
| Multi-service team | 1,767,386 | - | 1,767,386 | 1,507,656 |
| ACT team | 883,226 | - | 883,226 | 858,393 |
| Maintenance | 862,688 | - | 862,688 | 699,037 |
| Other non-BBH | 769,447 | - | 769,447 | 764,141 |
| Emergency services/assessment | 734,862 | - | 734,862 | 704,342 |
| Older adult services | 478,031 | - | 478,031 | 431,845 |
| Community residence | 462,577 | - | 462,577 | 439,231 |
| Intake | 269,475 | - | 269,475 | 262,311 |
| Supportive living | 176,066 | - | 176,066 | 174,787 |
| Vocational services | 169,095 | - | 169,095 | 116,884 |
| Non-eligibles | 163,183 | - | 163,183 | 148,998 |
| Restorative partial hospital | 38,151 | - | 38,151 | 52,123 |
| Community education & training | 10,276 | - | 10,276 | 56,446 |
| Supporting activities | | | | |
| Administration | <u>1,861,703</u> | <u>-</u> | <u>1,861,703</u> | <u>1,415,066</u> |
| Total expenses | <u>11,224,592</u> | <u>-</u> | <u>11,224,592</u> | <u>9,817,823</u> |
| CHANGES IN NET ASSETS | 153,611 | (31,220) | 122,391 | 266,243 |
| NET ASSETS, BEGINNING OF YEAR | <u>1,246,014</u> | <u>286,217</u> | <u>1,532,231</u> | <u>1,265,988</u> |
| NET ASSETS, END OF YEAR | <u>\$ 1,399,625</u> | <u>\$ 254,997</u> | <u>\$ 1,654,622</u> | <u>\$ 1,532,231</u> |

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

**STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

| | <u>2019</u> | <u>2018</u> |
|---|----------------------------|----------------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Change in net assets | \$ 122,391 | \$ 266,243 |
| Adjustments to reconcile change in net assets to net cash from operating activities: | | |
| Depreciation | 43,367 | 66,140 |
| Change in allowance for doubtful accounts | 118,395 | (64,322) |
| Gain on beneficial interest in Foundation | (201,350) | (194,494) |
| (Increase) decrease in assets: | | |
| Accounts receivable | (379,659) | (520) |
| Prepaid expenses | (46,424) | 7,880 |
| Increase (decrease) in liabilities: | | |
| Accounts payable | 94,396 | (34,212) |
| Accrued salaries, wages and related expenses | 43,387 | 34,113 |
| Refundable advance | (141,004) | (111,714) |
| Other current liabilities | <u>354</u> | <u>46,070</u> |
| NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES | <u>(346,147)</u> | <u>15,184</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Increase in due to affiliates, net | 364,914 | 48,753 |
| Property and equipment additions | <u>(143,079)</u> | <u>(45,148)</u> |
| NET CASH PROVIDED BY INVESTING ACTIVITIES | <u>221,835</u> | <u>3,605</u> |
| NET (DECREASE) INCREASE IN CASH AND EQUIVALENTS | (124,312) | 18,789 |
| CASH AND EQUIVALENTS, BEGINNING OF YEAR | <u>1,253,641</u> | <u>1,234,852</u> |
| CASH AND EQUIVALENTS, END OF YEAR | <u>\$ 1,129,329</u> | <u>\$ 1,253,641</u> |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: | | |
| Cash paid for interest | <u>\$ 987</u> | <u>\$ 422</u> |

See Notes to Financial Statements

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Maintenance</u> | <u>Children & Adolescents</u> | <u>Older Adult Services</u> | <u>Intake</u> | <u>Emergency Services/ Assessment</u> | <u>Restorative Partial Hospital</u> |
|---------------------------------------|--------------------|---------------------------------------|---------------------------------|-------------------|---|---|
| PERSONNEL COSTS | | | | | | |
| Salaries and wages | \$ 609,755 | \$ 1,657,246 | \$ 331,607 | \$ 173,181 | \$ 512,790 | \$ 27,931 |
| Employee benefits | 105,198 | 408,429 | 60,659 | 44,477 | 104,744 | 5,591 |
| Payroll taxes | 44,876 | 121,249 | 24,070 | 13,146 | 37,525 | 2,028 |
| PROFESSIONAL FEES | | | | | | |
| Substitute staff | 250 | 8,299 | - | - | 233 | - |
| Audit fees | 2,401 | 7,757 | 1,440 | 1,190 | 2,014 | 151 |
| Legal fees | 1,287 | 6,621 | 1,179 | 103 | 349 | 110 |
| Other professional fees | 154 | 38,695 | - | - | - | 20 |
| STAFF DEVELOPMENT AND TRAINING | | | | | | |
| Journals and publications | 26 | 932 | 10 | 13 | 8 | - |
| In-service training | - | - | - | - | - | - |
| Conferences and conventions | 3,592 | 6,623 | 931 | 236 | 2,157 | - |
| Other staff development | 1,007 | 1,409 | 256 | 191 | 294 | - |
| OCCUPANCY COSTS | | | | | | |
| Rent | 45,311 | 145,252 | 20,495 | 16,656 | 32,015 | 32 |
| Heating costs | - | - | - | - | - | - |
| Repairs and maintenance | 391 | 275 | 190 | 135 | 279 | 3 |
| Other occupancy costs | 6,847 | 21,524 | 3,089 | 2,805 | 4,771 | 111 |
| CONSUMABLE SUPPLIES | | | | | | |
| Office supplies and equipment | 5,641 | 7,523 | 1,241 | 1,436 | 2,046 | 109 |
| Building and household | 1,356 | 1,907 | 422 | 421 | 587 | 115 |
| Educational and training | 12 | - | - | - | - | - |
| Food | 228 | 7,028 | 528 | 242 | 135 | - |
| Medical supplies | 208 | 409 | 6,222 | 5 | 272 | 54 |
| Other consumable supplies | 12,570 | 37,008 | 7,023 | 5,797 | 10,588 | 706 |
| DEPRECIATION | 134 | 280 | 87 | 72 | 130 | - |
| EQUIPMENT RENTAL | 1,783 | 7,901 | 621 | 1,986 | - | - |
| EQUIPMENT MAINTENANCE | 762 | 2,289 | 454 | 399 | 622 | 30 |
| ADVERTISING | 351 | 653 | 218 | 42 | 72 | 5 |
| PRINTING | 271 | 477 | 105 | 102 | 151 | 46 |
| TELEPHONE | 7,974 | 25,035 | 5,105 | 3,994 | 10,214 | 657 |
| POSTAGE | 1,078 | 2,944 | 338 | 241 | 522 | 9 |
| TRANSPORTATION | | | | | | |
| Staff | 1,775 | 34,785 | 7,594 | 200 | 5,875 | 137 |
| Clients | 19 | - | 158 | - | 35 | - |
| ASSISTANCE TO INDIVIDUALS | | | | | | |
| Client services | 141 | 6,241 | 3 | 2 | 90 | - |
| INSURANCE | | | | | | |
| Malpractice and bonding | 3,271 | 6,624 | 1,574 | 410 | 2,973 | 52 |
| Vehicles | - | - | - | - | - | - |
| Comprehensive property and liability | 4,019 | 12,986 | 2,412 | 1,993 | 3,371 | 254 |
| MEMBERSHIP DUES | - | - | - | - | - | - |
| INTEREST EXPENSE | - | - | - | - | - | - |
| CONTRIBUTION EXPENSE | - | - | - | - | - | - |
| OTHER | - | 25 | - | - | - | - |
| TOTAL FUNCTIONAL EXPENSES | <u>\$ 862,688</u> | <u>\$ 2,578,426</u> | <u>\$ 478,031</u> | <u>\$ 269,475</u> | <u>\$ 734,862</u> | <u>\$ 38,151</u> |

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

Continued

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Vocational Services</u> | <u>Non-Eligibles</u> | <u>Multi-Service Team</u> | <u>ACT Team</u> | <u>Community Residence</u> | <u>Supportive Living</u> |
|---------------------------------------|--------------------------------|----------------------|-------------------------------|---------------------|--------------------------------|------------------------------|
| PERSONNEL COSTS | | | | | | |
| Salaries and wages | \$ 104,837 | \$ 105,378 | \$ 1,112,376 | \$ 586,748 | \$ 308,207 | \$ 6,446 |
| Employee benefits | 27,945 | 28,751 | 259,007 | 90,840 | 67,432 | 2,415 |
| Payroll taxes | 7,581 | 7,753 | 81,321 | 41,949 | 23,019 | 438 |
| PROFESSIONAL FEES | | | | | | |
| Substitute staff | 50 | - | 1,041 | 2 | 36 | 164,890 |
| Audit fees | 276 | 500 | 5,371 | 3,340 | 1,558 | 28 |
| Legal fees | 174 | 224 | 3,439 | 2,051 | 973 | 837 |
| Other professional fees | - | - | 72,266 | - | - | - |
| STAFF DEVELOPMENT AND TRAINING | | | | | | |
| Journals and publications | 1 | 6 | 426 | 103 | 277 | 2 |
| In-service training | - | - | - | - | - | - |
| Conferences and conventions | 1,577 | 1,054 | 12,813 | 1,472 | 174 | 1 |
| Other staff development | 50 | 417 | 879 | 173 | 285 | - |
| OCCUPANCY COSTS | | | | | | |
| Rent | 17,999 | 8,908 | 58,486 | 73,936 | 7,982 | 362 |
| Heating costs | - | - | - | - | - | - |
| Repairs and maintenance | 19 | 58 | 363 | 456 | 1,192 | 2 |
| Other occupancy costs | 689 | 1,154 | 9,264 | 10,762 | 231 | 71 |
| CONSUMABLE SUPPLIES | | | | | | |
| Office supplies and equipment | 249 | 195 | 7,875 | 2,438 | 1,361 | 36 |
| Building and household | 70 | 146 | 1,511 | 981 | 3,637 | 10 |
| Educational and training | - | 48 | - | - | - | - |
| Food | 196 | 66 | 2,461 | 708 | 22,919 | 2 |
| Medical supplies | 41 | 2 | 639 | 766 | 686 | - |
| Other consumable supplies | 1,470 | 2,532 | 28,127 | 16,259 | 7,548 | 177 |
| DEPRECIATION | 8 | 24 | 134 | 212 | 1,353 | 1 |
| EQUIPMENT RENTAL | - | 878 | 3,620 | - | - | - |
| EQUIPMENT MAINTENANCE | 65 | 169 | 1,364 | 1,024 | 501 | 6 |
| ADVERTISING | 11 | 336 | 545 | 457 | 60 | 4 |
| PRINTING | 18 | 51 | 484 | 233 | 36 | 15 |
| TELEPHONE | 2,067 | 1,579 | 27,319 | 15,999 | 7,370 | 112 |
| POSTAGE | 44 | 137 | 1,439 | 877 | 189 | 91 |
| TRANSPORTATION | | | | | | |
| Staff | 2,471 | 1,707 | 35,457 | 12,858 | 593 | 63 |
| Clients | - | - | 205 | 1,560 | 266 | - |
| ASSISTANCE TO INDIVIDUALS | | | | | | |
| Client services | 141 | - | 20,136 | 10,231 | 8 | - |
| INSURANCE | | | | | | |
| Malpractice and bonding | 583 | 172 | 9,213 | 1,165 | 884 | 10 |
| Vehicles | - | - | 213 | - | 1,192 | - |
| Comprehensive property and liability | 463 | 836 | 8,992 | 5,591 | 2,608 | 47 |
| MEMBERSHIP DUES | - | 102 | 150 | - | - | - |
| INTEREST EXPENSE | - | - | - | - | - | - |
| CONTRIBUTION EXPENSE | - | - | - | - | - | - |
| OTHER | - | - | 450 | 35 | - | - |
| TOTAL FUNCTIONAL EXPENSES | <u>\$ 169,095</u> | <u>\$ 163,183</u> | <u>\$ 1,767,386</u> | <u>\$ 883,226</u> | <u>\$ 462,577</u> | <u>\$ 176,066</u> |

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019****WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | Community Education & Training | Other Non-BBH | Total Programs | Administration | 2019 Totals | 2018 Totals |
|---------------------------------------|--------------------------------------|-------------------|---------------------|---------------------|----------------------|---------------------|
| PERSONNEL COSTS | | | | | | |
| Salaries and wages | \$ 6,918 | \$ 415,514 | \$ 5,958,934 | \$ 659,630 | \$ 6,618,564 | \$ 5,901,725 |
| Employee benefits | 667 | 70,439 | 1,276,594 | 156,414 | 1,433,008 | 1,269,250 |
| Payroll taxes | 527 | 31,653 | 437,135 | 47,065 | 484,200 | 433,032 |
| PROFESSIONAL FEES | | | | | | |
| Substitute staff | - | - | 174,801 | - | 174,801 | 204,618 |
| Audit fees | - | 2,349 | 28,375 | 2,025 | 30,400 | 38,099 |
| Legal fees | - | 738 | 18,085 | 3,624 | 21,709 | 15,081 |
| Other professional fees | - | 17,889 | 129,024 | 91,257 | 220,281 | 135,031 |
| STAFF DEVELOPMENT AND TRAINING | | | | | | |
| Journals and publications | - | 380 | 2,184 | 491 | 2,675 | 3,357 |
| In-service training | - | - | - | - | - | 492 |
| Conferences and conventions | 727 | 1,185 | 32,542 | 3,899 | 36,441 | 20,645 |
| Other staff development | 1,433 | 918 | 7,312 | 1,150 | 8,462 | 5,906 |
| OCCUPANCY COSTS | | | | | | |
| Rent | 2 | 66,107 | 493,543 | 106,044 | 599,587 | 574,774 |
| Heating costs | - | - | - | - | - | 2,376 |
| Repairs and maintenance | - | 1,125 | 4,488 | 255 | 4,743 | 9,004 |
| Other occupancy costs | - | 4,233 | 65,551 | 26,123 | 91,674 | 87,789 |
| CONSUMABLE SUPPLIES | | | | | | |
| Office supplies and equipment | - | 5,119 | 35,269 | 5,508 | 40,777 | 35,148 |
| Building and household | - | 2,258 | 13,421 | 1,168 | 14,589 | 9,695 |
| Educational and training | - | - | 60 | - | 60 | 508 |
| Food | - | 16,378 | 50,891 | 226 | 51,117 | 49,059 |
| Medical supplies | - | 1,498 | 10,802 | - | 10,802 | 11,977 |
| Other consumable supplies | 1 | 15,606 | 145,412 | 33,781 | 179,193 | 39,609 |
| DEPRECIATION | | | | | | |
| EQUIPMENT RENTAL | | | | | | |
| EQUIPMENT MAINTENANCE | | | | | | |
| ADVERTISING | | | | | | |
| PRINTING | | | | | | |
| TELEPHONE | | | | | | |
| POSTAGE | | | | | | |
| TRANSPORTATION | | | | | | |
| Staff | - | 1,165 | 104,680 | 5,836 | 110,516 | 106,476 |
| Clients | - | 29,667 | 31,910 | 17 | 31,927 | 25,392 |
| ASSISTANCE TO INDIVIDUALS | | | | | | |
| Client services | - | 1,429 | 38,422 | - | 38,422 | 44,196 |
| INSURANCE | | | | | | |
| Malpractice and bonding | - | 808 | 27,739 | 697 | 28,436 | 42,401 |
| Vehicles | - | 3,576 | 4,981 | - | 4,981 | 4,079 |
| Comprehensive property and liability | - | 4,243 | 47,815 | 3,502 | 51,317 | 39,162 |
| MEMBERSHIP DUES | | | | | | |
| INTEREST EXPENSE | | | | | | |
| CONTRIBUTION EXPENSE | | | | | | |
| OTHER | | | | | | |
| | - | 22,504 | 23,014 | 31,669 | 54,683 | 54,684 |
| TOTAL FUNCTIONAL EXPENSES | \$ 10,276 | \$ 769,447 | \$ 9,362,889 | \$ 1,861,703 | \$ 11,224,592 | \$ 9,817,823 |

See Notes to Financial Statements

MONADNOCK FAMILY SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2019 AND 2018

1. ORGANIZATION OF THE CORPORATION

Monadnock Family Services, Inc. (the Organization) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs.

The Organization operates in the Monadnock region of the State of New Hampshire.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of Monadnock Family Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other assets and liabilities.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions – 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 Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Accounting Estimates

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

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as net assets without donor restrictions.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Property and Depreciation

Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

| | |
|-------------------------------------|--------------|
| Furniture, fixtures and equipment | 3 - 10 Years |
| Vehicles | 5 - 10 Years |
| Building and leasehold improvements | 5 - 40 Years |

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was \$43,367 and \$66,140 for the years ended June 30, 2019 and 2018, respectively.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or expenditures are incurred.

Revenue

Net patient revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and are adjusted in future periods, as final amounts are determined.

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

Advertising

The Organization expenses advertising costs as incurred.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

| <u>Expense</u> | <u>Method of allocation</u> |
|-----------------------|------------------------------------|
| Salaries and benefits | Time and effort |
| Occupancy | Square footage/revenues |
| Depreciation | Square footage |
| All other expenses | Direct assignment |

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

Management has determined the beneficial interest in net assets held by Monadnock Regional Foundation for Family Services, Inc. to be in Level 2 of the fair value hierarchy as defined above (also see Note 4).

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an Organization that is not a private foundation under Section 509(a)(2). However, income from certain activities not directly related to the tax-exempt purpose is subject to taxation as unrelated business income. Under Internal Revenue Code Section 512, certain parking related expenses determined to be qualified transportation fringes are treated as an increase in the amount of unrelated business taxable income. As a result of these taxable fringes, a tax liability of \$7,203 has been recognized in the financial statements as of June 30, 2019. No tax liability was accrued for the year ended June 30, 2018.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2015.

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 Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

3. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2019 and 2018:

Financial assets at year-end:

| | <u>2019</u> | <u>2018</u> |
|---|---------------------|---------------------|
| Cash and cash equivalents | \$ 1,129,329 | \$ 1,253,641 |
| Accounts receivable, net | 618,587 | 357,323 |
| Beneficial interest in Foundation | <u>1,029,832</u> | <u>828,482</u> |
| Total financial assets | <u>\$ 2,777,748</u> | <u>\$ 2,439,446</u> |
| Less amounts not available to be used within one year: | | |
| Net assets with donor restrictions | \$ 246,997 | \$ 286,217 |
| Less net assets with purpose and time restrictions to be met in less than a year | - | (45,932) |
| Beneficial interest in Foundation | <u>1,029,832</u> | <u>828,482</u> |
| Amounts not available within one year | <u>1,276,829</u> | <u>1,068,767</u> |
| Financial assets available to meet general expenditures over the next twelve months | <u>\$ 1,500,919</u> | <u>\$ 1,370,679</u> |

The Organization's goal is generally to maintain financial assets to meet 45 days of operating expenses (approximately \$1.38 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

4. INTEREST IN NET ASSETS OF FOUNDATION

The Organization is the sole beneficiary of assets held by Monadnock Regional Foundation for Family Services, Inc. The Organization and the Foundation are considered financially interrelated Organizations under FASB ASC Topic No. 958-605, *Not-for-Profit Entities - Transfers of Assets to a Nonprofit Organization or Charitable Trust That Raises or Holds Contributions for Others*. The fair value of the Foundation's assets, which approximates the present value of future benefits expected to be received, was \$1,033,171 and \$832,126 at June 30, 2019 and 2018, respectively. The cost basis of the Foundation's assets was \$971,974 and \$806,069 at June 30, 2019 and 2018, respectively.

5. **DEMAND NOTES PAYABLE**

The Organization maintains the following demand notes payable:

Demand note payable with a bank, subject to bank renewal on June 30, 2020. The maximum amount available at June 30, 2019 and 2018 was \$250,000. At June 30, 2019 and 2018 the interest rate was stated at 6.25% and 5.75%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 10). There was no balance outstanding at June 30, 2019 and 2018.

The Organization maintains a demand note payable with a bank. The demand note payable is examined and reviewed on a yearly basis. The maximum amount available at June 30, 2019 and 2018 was \$150,000. At June 30, 2019 and 2018 the interest rate was stated a 7% and 6.50%, respectively. The note is collateralized by all the business assets of the Organization, real estate and assignment of leases and rents owned by Monadnock Community Service Center, Inc. (a related party, see Note 10) and is guaranteed by Monadnock Community Service Center, Inc. (a related party, see Note 10). There was no balance outstanding at June 30, 2019 and 2018.

6. **NET ASSETS**

Net assets with donor restrictions were as follows for the years ended June 30, 2019 and 2018:

| | <u>2019</u> | <u>2018</u> |
|--|-------------------|-------------------|
| Special Purpose Restrictions: | | |
| Beneficial interest in Foundation | \$ 173,783 | \$ 159,071 |
| Timken contribution | - | 45,932 |
| Restricted in Perpetuity: | | |
| Beneficial interest in Foundation | <u>81,214</u> | <u>81,214</u> |
| Total net assets with donor restrictions | <u>\$ 254,997</u> | <u>\$ 286,217</u> |

Net assets released from net assets with donor restrictions are as follows:

| | <u>2019</u> | <u>2018</u> |
|---------------------------------------|------------------|------------------|
| Satisfaction of Purpose Restrictions: | | |
| Timken contribution | <u>\$ 45,932</u> | <u>\$ 18,687</u> |
| Total net assets released | <u>\$ 45,932</u> | <u>\$ 18,687</u> |

7. **RETIREMENT PLAN**

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All full-time employees are eligible to participate when hired, and are eligible to receive employer contributions after one year of employment. The Organization's matching contributions to the plan for the years ended June 30, 2019 and 2018 were \$50,204 and \$49,522, respectively.

8. **CONCENTRATION OF RISK**

For the years ended June 30, 2019 and 2018 approximately 73% and 76%, respectively of the total revenue was derived from Medicaid. The future existence of the Organization, in its current form, is dependent upon continued support from Medicaid.

Medicaid receivables comprise approximately 26% and 42% of the total accounts receivable balances at June 30, 2019 and 2018, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 5.

9. **OPERATING LEASE OBLIGATIONS**

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from 36 to 63 months. Rent expense under these agreements aggregated \$618,239 and \$594,294 for the years ended June 30, 2019 and 2018, respectively.

The approximate future minimum lease payments on the above leases are as follows:

| <u>Year Ending</u> <u>June 30</u> | <u>Amount</u> |
|--|----------------------|
| 2020 | \$ 16,200 |
| 2021 | 15,270 |
| 2022 | <u>9,560</u> |
| Total | <u>\$ 41,030</u> |

See Note 10 for information regarding a lease agreement with a related party.

10. **RELATED PARTY TRANSACTIONS**

Monadnock Family Services, Inc. is related to the following nonprofit corporations as a result of their articles of incorporation and common board membership.

| <u>Related Party</u> | <u>Function</u> |
|---|---|
| Monadnock Community Service Center, Inc. | Provides real estate services and property management assistance. |
| Monadnock Regional Foundation for Family Services, Inc. | Endowment for the benefit of Monadnock Family Services, Inc. |

Monadnock Family Services, Inc. has transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

Due to Affiliate

At June 30, 2019 and 2018 the Organization had a payable due to Monadnock Community Service Center, Inc. in the amount of \$394,444 and \$123,853, respectively. At June 30, 2019 and 2018 the Organization had a payable due to Monadnock Regional Foundation for Family Services, Inc. in the amount of \$157,695 and \$63,372, respectively. There are no specific terms of repayment and no stated interest.

Rental Expense

The Organization leases office space from Monadnock Community Service Center, Inc. under the terms of tenant at will agreements. Monadnock Family Services, Inc. has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$576,250 and \$556,500 for the years ended June 30, 2019 and 2018, respectively.

Contribution

During the years ended June 30, 2019 and 2018 the Organization made a contribution to Monadnock Community Service Center, Inc. in the amount of \$400,000 and \$125,000, respectively. During each of the years ended June 30, 2019 and 2018 the Organization made a contribution to Monadnock Regional Foundation of Family Services, Inc. in the amount of \$200,000.

Management Fee

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated \$84,899 and \$64,724 for the years ended June 30, 2019 and 2018, respectively.

Guarantee

One of the Organization's demand notes payable is guaranteed by Monadnock Community Service Center, Inc.

Co-obligation

The Organization is co-obligated on certain mortgage notes of Monadnock Community Service Center, Inc.

11. CONTINGENCIES**Grant Compliance**

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2019.

12. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2019 and 2018. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2019 and 2018, cash balances in excess of FDIC coverage aggregated \$707,613 and \$826,500, respectively.

13. RECLASSIFICATIONS

Certain reclassifications have been made to the prior years' financial statements to conform to the current year presentation. These classifications had no effect on the previously reported results of operations or retained earnings.

14. SUBSEQUENT EVENTS

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial October 31, 2019, the date when the financial statements were available to be issued.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Maintenance</u> | <u>Children & Adolescents</u> | <u>Older Adult Services</u> | <u>Intake</u> | <u>Emergency Services/ Assessment</u> | <u>Restorative Partial Hospital</u> |
|--|--------------------------|---------------------------------------|---------------------------------|--------------------------|---|---|
| Program fees: | | | | | | |
| Net client fees | \$ 30,851 | \$ 13,176 | \$ 22,922 | \$ 8,825 | \$ 26,614 | \$ 679 |
| Medicaid | 390,979 | 3,690,102 | 349,191 | 44,396 | 194,078 | 87,419 |
| Medicare | 167,302 | 1,493 | 1,586 | (141) | 9,545 | - |
| Other insurance | 90,572 | 110,152 | (814) | 17,764 | 38,684 | 2,327 |
| Other program fees | - | - | - | - | - | - |
| Program sales: | | | | | | |
| Service and production | 2,665 | 175 | - | - | - | - |
| Public support: | | | | | | |
| United Way | - | 62,975 | - | 32,388 | 31,796 | - |
| Local/county government | - | 36,315 | - | 108,624 | 30,000 | - |
| Donations | - | 7,150 | - | - | - | - |
| Other public support | 32,317 | 15,389 | 2,293 | - | 6,825 | - |
| Div. for Children, Youth & Families | - | 1,425 | - | - | - | - |
| Federal funding: | | | | | | |
| Other federal grants | 18,750 | 23,232 | - | - | - | - |
| PATH | - | - | - | - | 37,000 | - |
| Bureau of Behavioral Health | - | 4,050 | - | - | 132,590 | - |
| Rental income | - | - | - | - | - | - |
| Net gain on beneficial interest in Foundation | - | - | - | - | - | - |
| Other | <u>(100)</u> | <u>205</u> | <u>1</u> | <u>-</u> | <u>4</u> | <u>-</u> |
| TOTAL FUNCTIONAL REVENUES | <u>\$ 733,336</u> | <u>\$ 3,965,839</u> | <u>\$ 375,179</u> | <u>\$ 211,856</u> | <u>\$ 507,136</u> | <u>\$ 90,425</u> |

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | <u>Vocational Services</u> | <u>Non-Eligibles</u> | <u>Multi-Service Team</u> | <u>ACT Team</u> | <u>Community Residence</u> | <u>Supportive Living</u> |
|--|--------------------------------|-------------------------|-------------------------------|--------------------------|--------------------------------|------------------------------|
| Program fees: | | | | | | |
| Net client fees | \$ 537 | \$ 4,320 | \$ 52,326 | \$ 17,882 | \$ 21,915 | \$ (311) |
| Medicaid | 66,293 | 4,938 | 2,064,754 | 487,313 | 396,230 | 346,208 |
| Medicare | 1,550 | 278 | 20,203 | 24,712 | 1,106 | - |
| Other insurance | 423 | 11,597 | 6,042 | 13,416 | (668) | (956) |
| Other program fees | - | - | 1,650 | - | 32,330 | - |
| Program sales: | | | | | | |
| Service and production | - | - | - | - | - | - |
| Public support: | | | | | | |
| United Way | - | 20,638 | - | - | - | - |
| Local/county government | - | 7,500 | - | - | - | - |
| Donations | - | 150 | 12,094 | 1,000 | - | - |
| Other public support | 1,460 | - | 235,478 | 46 | 1,042 | - |
| Div. for Children, Youth & Families | - | - | - | - | - | - |
| Federal funding: | | | | | | |
| Other federal grants | - | 17,500 | - | - | - | - |
| PATH | - | - | - | - | - | - |
| Bureau of Behavioral Health | - | - | - | 225,000 | - | - |
| Rental income | - | - | - | - | - | - |
| Net gain on beneficial interest in Foundation | - | - | - | - | - | - |
| Other | <u>1</u> | <u>10</u> | <u>1,635</u> | <u>-</u> | <u>1</u> | <u>-</u> |
| TOTAL FUNCTIONAL REVENUES | <u>\$ 70,264</u> | <u>\$ 66,931</u> | <u>\$ 2,394,182</u> | <u>\$ 769,369</u> | <u>\$ 451,956</u> | <u>\$ 344,941</u> |

MONADNOCK FAMILY SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

| | Community Education & Training | Other Non-BBH | Total Programs | Administration | 2019 Totals | 2018 Totals |
|--|---|--------------------------|---------------------------|-----------------------|------------------------|------------------------|
| Program fees: | | | | | | |
| Net client fees | \$ - | \$ 68,692 | \$ 268,428 | \$ - | \$ 268,428 | \$ 236,159 |
| Medicaid | - | 138,859 | 8,260,760 | - | 8,260,760 | 7,639,201 |
| Medicare | - | - | 227,634 | - | 227,634 | 250,741 |
| Other insurance | - | 61,648 | 350,187 | - | 350,187 | 293,761 |
| Other program fees | 19,573 | 375 | 53,928 | - | 53,928 | 27,435 |
| Program sales: | | | | | | |
| Service and production | - | - | 2,840 | 84,899 | 87,739 | 72,424 |
| Public support: | | | | | | |
| United Way | - | 60,215 | 208,012 | - | 208,012 | 191,208 |
| Local/county government | - | - | 182,439 | - | 182,439 | 197,247 |
| Donations | - | 277,508 | 297,902 | 2,000 | 299,902 | 251,949 |
| Other public support | - | - | 294,850 | 274,148 | 568,998 | 38,490 |
| Div. for Children, Youth & Families | - | - | 1,425 | - | 1,425 | - |
| Federal funding: | | | | | | |
| Other federal grants | - | 98,762 | 158,244 | - | 158,244 | 282,716 |
| PATH | - | - | 37,000 | - | 37,000 | 36,938 |
| Bureau of Behavioral Health | - | - | 361,640 | 4,708 | 366,348 | 359,441 |
| Rental income | - | 2,338 | 2,338 | - | 2,338 | 2,807 |
| Net gain on beneficial interest in Foundation | - | - | - | 201,350 | 201,350 | 194,494 |
| Other | - | 420 | 2,177 | 70,074 | 72,251 | 9,055 |
| TOTAL FUNCTIONAL REVENUES | \$ 19,573 | \$ 708,817 | \$10,709,804 | \$ 637,179 | \$ 11,346,983 | \$ 10,084,066 |

**Monadnock Family Services
Board of Directors
2019-2020**

Sharon Price Stout

Brian Donovan

John Round

Aaron Moody

Sharman Howe

Ann Heffernon

Laurie Appel

Mike Chelstowski

Diane Croteau

Susan Doyle

Julie Green

Sharman Howe

Molly Lane

Jan Peterson

Judy Rogers

Alfred John Santos

Winston Sims

Louise Zerba

Karen Barilani

Summary

I am a personable and proactive Mental Health Counselor focused on building a positive rapport with a diverse range of clients, with my passion being in working with Military Veterans. I am a critical thinker who thrives under pressure and who welcomes challenges.

Skills

- Documentation
- Ability to work with a broad range of clients and co-workers
- Advocacy
- Attention to Detail
- Good communication skills
- Ability to multi-task in a high stress environment
- Staff management
- Excellent time management

Experience

→ starts @ MFS on June 16, 2020

Emergency Services Mental Health Clinician 09/2018 to Current

Riverbend Community Mental Health Concord, NH

- Conducts phone triage, screening, and crisis counseling
- Provides comprehensive psychiatric evaluations to adults and children in crisis in the community and in office
- Facilitates connecting clients to community mental health and substance programs
- Assess appropriate level of care for clients in crisis situations and facilitate dispositions
- Provide emergency mental health services on the crisis line
- Experienced in filling out and utilizing Involuntary Emergency Admissions (IEA) forms
- Assisted in training new employees, developed training binder
- Military Liaison, serving on several committees representing organization on veterans issues, provides support to Veteran clients accessing community and VA care

Clinical Mental Health Intern 9/2017 to 9/2018

Riverbend Community Mental Health Concord, NH

- Co-facilitated Juvenile Social Skills Groups
- Co-facilitated Art Therapy based groups
- Co-facilitated Substance Abuse Recovery Groups
- Provides comprehensive psychiatric evaluations to adults and children in crisis in the community and in office while on Mobile Crisis Team
- Military Liaison representing Riverbend on several Veteran Committees and facilitated connecting veterans to services

Graduate Assistant Department of Veteran Affairs 9/2017 to 9/2018

New England College Henniker, New Hampshire

- Developed and implemented a Veterans Expo to provide Veterans with a central location to connect to services (still active)
- Assisted in multiple duties in Veteran Department

Police Dispatcher 3/2006 to Current

Hillsboro Police Department Hillsboro, NH

- Answered emergency and non-emergency phone lines
- Determined and dispatched emergency and non-emergency personnel as necessary
- Maintained logs of all calls received
- Maintained arrest logs on PD webpage
- Maintained records for State and FBI audits
- Developed and implemented new training program for new hires as Certified Training Officer
- Maintained officer and civilian safety while working in a high stress environment
- Performed additional duties as required

Security Officer 3/2006 to 9/2006

Securitas Manchester, NH

- Maintained security of NH National Guard base in Concord during overnight hours
- Supervised third shift personnel

Radio Operator 3/2001 to 3/2005

United States Marine Corps Camp Pendleton, CA

- Kept equipment working at optimal levels by inspecting components and completing repairs
- Set up and tuned radio equipment, including antennas and power sources to handle field communication needs
- Established and maintained clear and secure contact with field personnel and specific locations
- Updated frequencies and cryptographic codes, maintaining currently on required protocols
- Organized projects by delegating tasks to appropriate personnel and overseeing quality control duties
- Supervised lower ranking Marines while working in a high stress environment

Education

Master of Science: Clinical Mental Health Counseling 9/2018

New England College Henniker, NH

Bachelor of Arts: Psychology 6/2015

New England College Henniker, NH

Additional Service

- Serving on the Justice Involved Veterans Task Force
- Serving on the Suicide Prevention Council – Military and Veterans Subcommittee
- Active Disaster Behavioral Health Response Team Volunteer

Trainings

- Military Culture
- CALM
- Dialectical Behavior Therapy (DBT)
- Burn Out
- Preventing Workplace Harassment Discrimination
- Quality Assurance/Improvement
- Policy and Procedures
- Liability and Lawsuits
- Critical Incident Stress Management
- Active Shooter Situations
- FEMA: Single Resources and Initial Action Incident
- Domestic Minor Sex Trafficking Training

Accomplishments

- Developed and implemented a Veterans Expo at New England College that is currently on its third successful year
- Served on the planning committee for the VA Mental Health Summit, 2018, 2019

Awards

- Manchester VA Medical Center Director's Community Partnership Appreciation Award
- Marine Corps Good Conduct Medal
- Global War on Terrorism Service Medal
- Sea Service Deployment Ribbon
- Global War on Terrorism Expeditionary Medal
- National Defense Service Medal
- Presidential Unit Citation
- Letter of Appreciation
- Rifle Marksmanship Badge

GLENN A. KOSCHAR, M.A., LADC

SUMMARY:

29 years experience, to include:

- More than 15 years of management experience in the human service field.
- Oversight of 20+ salaried and per diem staff covering two counties on a 24/7 basis.
- Designing and directing innovative programs, including establishing the first two Crisis Care Centers in Vermont (in Windham & Windsor Counties) and establishing the first Public Inebriate bed in Windham County.
- Providing direct service to clients; consulting with colleagues.
- Leadership of both clinical and administrative meetings for multidisciplinary team.
- Collaboration with and liaison to numerous community providers, including being the liaison to New Hampshire Hospital for Region 5 (Southwest NH).
- Providing supervision and training to managerial and direct service staff.
- Active role in recruiting, interviewing and hiring a broad range of staff.
- Management of annual budget.
- Restructuring of numerous forms to ensure efficiency and accountability.
- Comprehensive experience in writing reports, operations manuals, crucial documents.
- Participation on committees; presentation of program to agencies and community groups.

EXPERIENCE:

Emergency Services Coordinator
MONADNOCK FAMILY SERVICES

June 2014 to Present
Keene, NH

Emergency Services Clinician
MONADNOCK FAMILY SERVICES

December 2013 to June 2014
Keene, NH

Self-Employed Home Renovator
FORMER GLORY HOMES

April 2012 to November 2013
Keene, NH

Emergency Services Coordinator
HEALTH CARE & REHABILITATION SERVICES

July 2009 to March 2012
Springfield, VT

Program Manager, Community Support Services
CLINICAL & SUPPORT OPTIONS, INC.

November 2004 to June 2009
Northampton, MA

Director, Substance Abuse Services
HAMPSHIRE HOUSE OF CORRECTION

April 1999 to October 2004
Northampton, MA

Client Services Manager
MONADNOCK FAMILY SERVICES

January 1993 to April 1999
Keene, NH

Treatment Coordinator, Dual Focus Unit
SPOFFORD HALL

May 1992 to November 1992
Spofford, NH

Case Manager, Continuous Treatment Team
MENTAL HEALTH CENTER OF GREATER MANCHESTER

January 1990 to May 1992
Manchester, NH

Youth Outreach Counselor
CITY OF NEWTON

November 1986 to September 1988
Newton, MA

EDUCATION:

Licensed Alcohol and Drug Counselor in New Hampshire
Prior licensure in Mass., NH & VT since 1992.

2014

Master of Arts Degree, Counseling Psychology
LESLEY COLLEGE

1986
Cambridge, MA

Bachelor of Arts Degree, Sociology
BRANDEIS UNIVERSITY

1983
Waltham, MA

Philip F. Wyzik MA

EXPERIENCE:

Monadnock Family Services, 64 Main St, Keene NH (6/2012 to present)

Chief Executive Officer

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

Certified instructor Mental Health First Aid, July 2014

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

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

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

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

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

Responsible for the executive leadership and management of a private not-for-profit community mental health center. Duties include:

Program development and performance management: responsible development and monitoring of annual operation plan to achieve key service outcomes and fiscal effectiveness, internal quality assurance and management, including leading workgroups to implement new treatment paradigms and improvements. Accomplished successful grant applications and negotiated contracts, including US Government contract procurement and management under the Javitts Wagner O'Day program. Assisted with marketing and internal and external customer service. Planned conversion of two day rehab programs into pioneering supported employment service.

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

Public Relations / fundraising: Conceived, organized and promoted all aspects of a two day fundraiser ("Paddlepower") that increased public awareness about suicide and visibility

Philip F. Wyzik
Keene NH

for the agency. Current member of NH Suicide Prevention Advisory Committee and Garrett Lee Smith Advisory Committee.

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

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

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

Interim Chief Executive Officer (Sept 2005 to June 2006)

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

University System of New Hampshire, Granite State College

Faculty Member (November 2000 to present)

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

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

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

Organized and lead social/vocational rehabilitation department serving mentally ill adults. Responsibilities included:

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

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

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

Philip F. Wyzik
Keene NH

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

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

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

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

Notre Dame High School, Fitchburg, Ma.

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

St Joseph School, Somerville, Ma.

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

COMMUNITY SERVICE

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

Board of Director, October 1998 to 2000 [approximately]

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

Board of Director, 1992 thru 1997 [approximately]

Lebanon Riverside Rotary

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

EDUCATION:

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

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

- "Leadership Upper Valley," May 2008 sponsored by the Lebanon Chamber of Commerce.
- "Institute for Non Profit Management," Antioch New England Graduate School, Hanover NH, Spring 2004
- "FIPSE (Fund for Improvement of Postsecondary Education) Training for Part Time Faculty Teaching Adult Learners," College for Lifelong Learning, Concord, NH, Fall, 2002

Philip F. Wyzik
Keene NH

- "Improving Managerial Leadership and Effectiveness", "The Art of Negotiation," "Delivering Superior Customer Service," and "Contract Pricing," NISH Institute for Leadership and Professional Development

PUBLICATIONS:

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

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

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

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

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

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

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

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

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

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

Wyzik L, "Grassroots Armada for Suicide Prevention" *Behavioral Healthcare Tomorrow*, 14(4): 14-15, 2005

"Tragedy Casts Attention on Mental Illness" *Keene Sentinel*, January 4, 2013, op ed.

"Mental Health Care is a part of health care" *Keene Sentinel*, March 19, 2013, op ed.

"There is Room for Medicaid Expansion" *Keene Sentinel*, June 2, 2013, op ed.

"No Medicaid Expansion Strains Mental Health Services" *Fosters Daily Democrat*, December 25, 2013, op ed.

"The Story that Changed Christmas" *Monadnock Ledger Transcript*, December 26, 2013, op ed.

MONADNOCK FAMILY SERVICES

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|----------------|--------------------------------|---------|---------------------------|--------------------------------|
| Karen Barilani | Emergency Services Clinician | 44,595 | 100% | 44,595 |
| Glenn Koshar | Emergency Services Coordinator | 58,000 | 5% | 2,900 |
| Phil Wyzik | Chief Executive Officer | 144,835 | 0 | 0 |
| | | | | |
| | | | | |

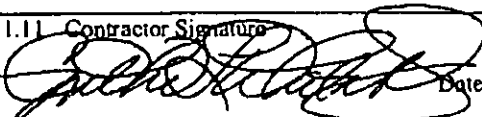
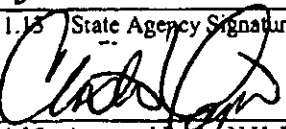
Subject: Rapid Response (SS-2020-DBH-07-RAPID-06)

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 New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name The Community Council of Nashua, N.H. | | 1.4 Contractor Address 100 W. Pearl St. Nashua, NH 03060 | |
| 1.5 Contractor Phone Number (603) 889-6147 | 1.6 Account Number 05-095-092-922010- 19090000-102-500731 | 1.7 Completion Date August 19, 2021 | 1.8 Price Limitation \$173,195 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature  Date: 6/3/2020 | | 1.12 Name and Title of Contractor Signatory Cynthia L. Whitaker, PsyD Chief of Services | |
| 1.13 State Agency Signature  Date: 6-8-2020 | | 1.14 Name and Title of State Agency Signatory Christie Tappan, Associate Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/18/20 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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, eliminates 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 hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever; and shall have the right to 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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 early 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 attached 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

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 assignee 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.



EXHIBIT A

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 issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 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 two (2) years 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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Date 6/3/20



EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Six (6).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.

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EXHIBIT B

- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
- 1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED; or SMI, SPMI, or SED;
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
- 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;
 - 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;

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EXHIBIT B

- 1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.
- 1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:
 - 1.12.1. Assertive community treatment;
 - 1.12.2. Supported employment;
 - 1.12.3. Illness management and recovery;
 - 1.12.4. Therapeutic behavioral services;
 - 1.12.5. Family support; and
 - 1.12.6. Medication management.
- 1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:
 - 1.13.1. Modular Approach to Therapy for Children (MATCH);
 - 1.13.2. Trauma-focused cognitive behavioral therapy; and
 - 1.13.3. Supported employment for individuals for whom it is developmentally appropriate.
- 1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:
 - 1.14.1. Evaluations;
 - 1.14.2. Withdrawal management;
 - 1.14.3. Outpatient counseling;
 - 1.14.4. Residential services; and
 - 1.14.5. Recovery supports.
- 1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:
 - 1.15.1. Medication Assisted Treatment (MAT);
 - 1.15.2. Cognitive Behavioral Therapy (CBT);
 - 1.15.3. Motivational Enhancement Therapy (MET);
 - 1.15.4. Seeking Safety;

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EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Six (6), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

- 2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.
- 2.2. The Contractor shall ensure that Contractor staff receive training on:
 - 2.2.1. New Hampshire Rapid Response goals and objectives;
 - 2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;
 - 2.2.3. Guideline-based crisis intervention;

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EXHIBIT B

- 2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and
- 2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.
- 2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:
 - 2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.
 - 2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).
 - 2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.
 - 2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.
 - 2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.
 - 2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.
 - 2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.
 - 2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.
 - 2.3.5. If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.
 - 2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

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EXHIBIT B

- 2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

- 3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.
- 3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.
- 3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.
- 3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.
- 3.4.1. The Contractor shall provide a \$20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.
- 3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.
- 3.5. The Contractor shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.
- 3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.
- 3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.
- 3.7. The Contractor may utilize funding in this Agreement designated for data

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EXHIBIT B

infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

- 4.1. 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.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Culturally and Linguistically Appropriate Services (CLAS)
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 5.3. Credits and Copyright Ownership
 - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

[Signature]

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EXHIBIT B

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. Operation of Facilities: Compliance with Laws and Regulations
 - 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

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EXHIBIT B

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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New Hampshire Department of Health and Human Services
NH Rapid Response Program



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. 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 Indirect Cost Rate of 10.00% 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.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

| BUDGET | |
|---|------------------|
| Line Item | Amount Amount |
| Staffing | \$113,500 |
| Fringe and Benefits | \$ 34,050 |
| Personal Protective Equipment, Supplies, Technology, and Training | \$ 5,400 |
| Data Collection | \$ 4,500 |
| Indirect Costs on Clinical Services | \$ 15,295 |
| Indirect Costs on Data Collection | \$ 450 |
| Total | \$173,195 |

- 3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
 - 3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
 - 3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served

The Community Council of Nashua, N.H.

Exhibit C

Contractor Initials

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Date

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Rev. 01/08/19



EXHIBIT C

indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:
Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301
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.

[Handwritten Signature]

6/3/20



EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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 Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. 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.
 - 12.1.2. 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.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. 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 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

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EXHIBIT C

- 12.3. 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.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
 - 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
 - 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
 - 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. 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.

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6/3/20



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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6/3/20

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Community Council of Nashua, NH

Vendor Name: DEA Greater Nashua Mental Health

6/3/2020

Date

Name: Cynthia L. Whitaker, PsyD

Title: 6/3/2020



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: *Community Council of Nashua, NH*
DBA Greater Nashua Mental Health

6/3/2020
Date: _____

[Signature]
Name: *Cynthia L Whitaker Esq*
Title: *6/3/20*



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Signature]
6/3/20

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: *Community Council of Nashua NH
DBA Greater Nashua Mental Health*

6/3/2020
Date

[Signature]
Name: *Cynthia L. Whitaker*
Title: *Chief of Services*

Vendor Initials *[Signature]*
Date *6/3/20*



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

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

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

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

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

Exhibit G

Vendor Initials

CHW

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

New Hampshire Department of Health and Human Services

Exhibit G



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

The 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: Community Council of Nashua, NH
DGA Greater Nashua Mental Health

Date 6/3/2020

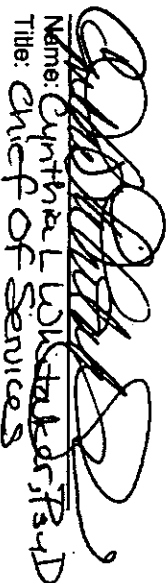

Name: Cynthia L. Wikstrand, Esq.
Title: Chief of Services

Exhibit G

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

Vendor Initials

CW

Date 6/3/20



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: *Community Council of Nashua, NH*
DBA Greater Nashua Mental Health

6/3/2020
Date

[Signature]
Name: *Cynthia Whitaker*
Title: *Chief of Services*



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) Definitions.

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

CRW

6/3/20



Exhibit I

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

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

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

[Signature]
6/3/20



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

CBW
6/3/20



Exhibit I

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

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

Department of Health and Human Services

The State

Signature of Authorized Representative

Christie Tapan

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

6-8-2020

Date

Community Council of Nashua, NH

Name of the Contractor DBA Greater Nashua Mental Health

Signature of Authorized Representative

Cynthia L. Whitaker, PsyD

Name of Authorized Representative

Chief of Services

Title of Authorized Representative

6/3/2020

Date



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

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

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

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

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

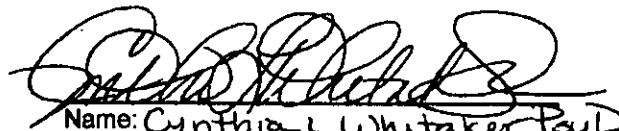
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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.

Community Council of Nashua, NH

Contractor Name: *DBA Greater Nashua Mental Health*

6/3/2020
Date


Name: *Cynthia L. Whitaker*
Title: *Chief of Services*

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 081249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

CPW
6/3/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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6/3/20

New Hampshire Department of Health and Human Services

Exhibit K

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.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

[Signature]
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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

[Signature]
6/3/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

[Signature]
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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

[Signature]
6/3/20

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

[Handwritten Signature]
10/3/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

[Handwritten Signature]

6/3/20

State of New Hampshire

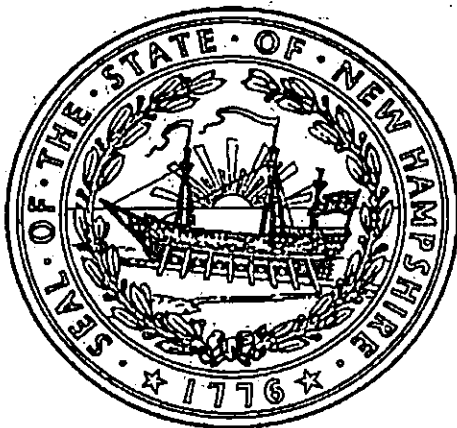
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 63050

Certificate Number: 0004927149



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of June A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Pamela Burns, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 3rd, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Cynthia L. Whitaker, Chief of Services (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health
(Name of Corporation/ LLC)

to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate 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: 6/3/2020

Pamela A Burns
Signature of Elected Officer
Name: Pamela A. Burns
Title: CHAIR BOD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2020

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.

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

PRODUCER
Eaton & Berube Insurance Agency, LLC
11 Concord St
Nashua NH 03064

CONTACT
NAME: Cathy beauregard
PHONE (A/C, No, Ex): 603-882-2766 FAX (A/C, No): 603-886-4230
E-MAIL
ADDRESS: mberube@eatonberube.com

INSURED
The Community Council of Nashua NH Inc
100 West Pearl St
Nashua NH 03060

COMC03

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|--------|
| INSURER A: Scottsdale Insurance Co | |
| INSURER B: Selective Insurance Group Inc. | 14376 |
| INSURER C: Eastern Alliance Insurance Group | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 177046000

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | OPS1585686 | 11/12/2019 | 11/12/2020 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | S2291649 | 11/12/2019 | 11/12/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | UMS0028329 | 11/12/2019 | 11/12/2020 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N | | N/A | 03000011395801 | 1/15/2020 | 1/15/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability Claims Made Retro Date: 11/12/1986 | | | OPS1585686 | 11/12/2019 | 11/12/2020 | Each Claim \$5,000,000 Aggregate \$5,000,000 |

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

Workers Compensation coverage: NH; no excluded officers.

NH DHHS is additional insured with regard to General liability.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

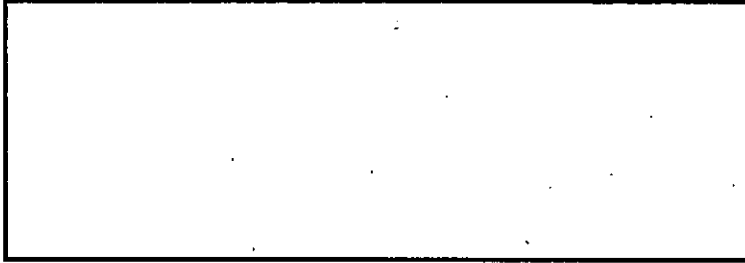
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Mission Statement of Greater Nashua Mental Health

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



BerryDunn



Greater Nashua
Mental Health

FINANCIAL STATEMENTS

June 30, 2019 and 2018

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors

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

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2019, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We previously audited the financial statements of the Organization as of and for the year ended June 30, 2018, and in our report dated October 24, 2018 we expressed an unmodified opinion on those statements. As part of our audit of the 2019 financial statements, we also audited the adjustments to the 2018 financial statements to retrospectively apply the change in accounting as described in the following paragraph. In our opinion, such adjustments are appropriate and have been properly applied, and the summarized comparative information presented herein as of and for the year ended June 30, 2018 is otherwise consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), during the year ended June 30, 2019. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 23, 2019

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

Statement of Financial Position

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

| | <u>2019</u> | <u>2018</u> |
|--|---------------------|---------------------|
| ASSETS | | |
| Cash and cash equivalents | \$ 2,450,691 | \$ 1,464,134 |
| Accounts receivable, net of allowance for doubtful accounts and contractuals of \$868,900 in 2019 and \$174,846 in 2018 | 1,327,181 | 1,829,455 |
| Investments | 1,853,735 | 1,763,228 |
| Prepaid expenses | 215,098 | 177,199 |
| Property and equipment, net | <u>3,051,239</u> | <u>2,933,666</u> |
| Total assets | <u>\$ 8,897,944</u> | <u>\$ 8,167,682</u> |
| LIABILITIES AND NET ASSETS | | |
| Liabilities | | |
| Accounts payable and accrued expenses | \$ 575,082 | \$ 271,513 |
| Accrued payroll and related activities | 914,303 | 371,681 |
| Estimated third-party liability | - | 950,075 |
| Accrued vacation | 372,238 | 322,611 |
| Deferred revenue | 8,930 | - |
| Notes payable, net of unamortized deferred issuance costs | 1,460,491 | 1,544,974 |
| Capital lease obligation | <u>-</u> | <u>5,759</u> |
| Total liabilities | <u>3,331,044</u> | <u>3,466,613</u> |
| Net assets | | |
| Without donor restrictions | | |
| Undesignated | 3,195,674 | 2,397,774 |
| Board designated | <u>2,096,407</u> | <u>2,044,023</u> |
| Total without donor restrictions | 5,292,081 | 4,441,797 |
| With donor restrictions | <u>274,819</u> | <u>259,272</u> |
| Total net assets | <u>5,566,900</u> | <u>4,701,069</u> |
| Total liabilities and net assets | <u>\$ 8,897,944</u> | <u>\$ 8,167,682</u> |

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

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

Statement of Activities and Changes in Net Assets

**Year Ended June 30, 2019
(With Comparative Totals for Year Ended June 30, 2018)**

| | 2019 | | | 2018 |
|---|----------------------------------|----------------------------|---------------------|---------------------|
| | Without Donor Restrictions | With Donor Restrictions | Total | |
| Revenues and support | | | | |
| Program service fees, net | \$ 12,564,103 | \$ - | \$ 12,564,103 | \$ 10,542,550 |
| New Hampshire Bureau of Behavioral Health | 2,244,369 | - | 2,244,369 | 1,667,297 |
| Federal grants | 305,915 | - | 305,915 | 523,627 |
| Rental income | 8,886 | - | 8,886 | 10,638 |
| Contributions and support | 153,665 | - | 153,665 | 138,800 |
| Other | 462,233 | - | 462,233 | 189,711 |
| Total revenues and support | 15,739,171 | - | 15,739,171 | 13,072,623 |
| Expenses | | | | |
| Program services | | | | |
| Children's and adolescents' services | 1,880,533 | - | 1,880,533 | 1,449,647 |
| Adult services | 3,952,548 | - | 3,952,548 | 3,988,401 |
| Elderly services | 513,666 | - | 513,666 | 453,161 |
| Deaf services | 391,655 | - | 391,655 | 344,051 |
| Substance abuse disorders | 610,322 | - | 610,322 | 532,094 |
| Medical services | 1,572,645 | - | 1,572,645 | 1,540,437 |
| Other programs | 1,648,908 | - | 1,648,908 | 1,181,923 |
| Total program services | 10,570,277 | - | 10,570,277 | 9,489,714 |
| General and administrative | 4,370,159 | - | 4,370,159 | 2,995,802 |
| Development | 40,834 | - | 40,834 | 70,885 |
| Total expenses | 14,981,270 | - | 14,981,270 | 12,556,401 |
| Income from operations | 757,901 | - | 757,901 | 516,222 |
| Other income | | | | |
| Investment income, net | 26,241 | 4,418 | 30,659 | 26,103 |
| Realized and unrealized gains on investments | 66,142 | 11,129 | 77,271 | 41,184 |
| Total other income | 92,383 | 15,547 | 107,930 | 67,287 |
| Excess of revenues and support and other income over expenses and change in net assets | 850,284 | 15,547 | 865,831 | 583,509 |
| Net assets, beginning of year | 4,441,797 | 259,272 | 4,701,069 | 4,117,560 |
| Net assets, end of year | \$ 5,292,081 | \$ 274,819 | \$ 5,566,900 | \$ 4,701,069 |

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

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

Statement of Functional Revenues and Expenses

Year Ended June 30, 2019

| | Children's and Adolescents' Services | Adult Services | Elderly Services | Deaf Services | Substance Abuse Disorders | Medical Services | Other Programs | Total Programs | General and Administrative | Development | Total Organization |
|---|---|---------------------|---------------------|-------------------|---------------------------------|---------------------|---------------------|----------------------|-------------------------------|-------------------|-----------------------|
| Revenues and support and other income | | | | | | | | | | | |
| Program service fees, net | \$ 4,118,951 | \$ 5,187,019 | \$ 882,865 | \$ 218,269 | \$ 283,540 | \$ 851,596 | \$ 563,190 | \$ 12,105,430 | \$ 458,673 | \$ - | \$ 12,564,103 |
| New Hampshire Bureau of Behavioral Health | 142,426 | 663,132 | - | 326,407 | 2,581 | - | 1,104,823 | 2,239,369 | 5,000 | - | 2,244,369 |
| Federal grant | - | 37,413 | - | - | 122,178 | - | 146,324 | 305,915 | - | - | 305,915 |
| Rental income | - | 3,320 | - | - | - | - | - | 3,320 | 5,566 | - | 8,886 |
| Contributions and support | - | - | 100 | - | - | - | - | 100 | 418 | 153,147 | 153,665 |
| Other | - | 1,024 | 9,608 | - | 307,213 | - | - | 317,845 | 252,318 | - | 570,163 |
| Total revenues and support and other income | <u>\$ 4,261,377</u> | <u>\$ 5,891,908</u> | <u>\$ 892,573</u> | <u>\$ 544,676</u> | <u>\$ 715,512</u> | <u>\$ 851,596</u> | <u>\$ 1,814,337</u> | <u>\$ 14,971,979</u> | <u>\$ 721,975</u> | <u>\$ 153,147</u> | <u>\$ 15,847,101</u> |

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

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

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2019

| | Children's and Adolescents' Services | Adult Services | Elderly Services | Deaf Services | Substance Abuse Disorders | Medical Services | Other Programs | Total Programs | General and Administrative | Development | Total Organization |
|--|---|-------------------|---------------------|------------------|---------------------------------|---------------------|-------------------|-------------------|-------------------------------|-------------|-----------------------|
| Total revenues and support and other income | \$ 4,261,377 | \$ 5,891,908 | \$ 892,573 | \$ 544,676 | \$ 715,512 | \$ 851,596 | \$ 1,814,337 | \$ 14,971,979 | \$ 721,975 | \$ 153,147 | \$ 15,847,101 |
| Expenses | | | | | | | | | | | |
| Salaries and wages | 1,359,295 | 2,787,149 | 368,596 | 250,612 | 472,082 | 789,291 | 1,126,059 | 7,153,084 | 1,957,669 | 18,446 | 9,129,199 |
| Employee benefits | 280,281 | 482,280 | 62,740 | 43,991 | 44,502 | 99,149 | 180,640 | 1,193,583 | 312,863 | 4,407 | 1,510,853 |
| Payroll taxes | 101,401 | 207,115 | 27,607 | 18,994 | 35,225 | 53,823 | 76,229 | 520,394 | 145,350 | 1,407 | 667,151 |
| Substitute staff | - | - | - | - | - | - | - | - | 13,574 | - | 13,574 |
| Accounting | - | - | - | - | - | - | 130 | 130 | 86,611 | 23 | 86,764 |
| Legal fees | - | 8,724 | 2,524 | - | - | - | 2,699 | 13,947 | 41,082 | - | 55,029 |
| Other professional fees | 6,989 | 14,576 | 6,884 | 22,429 | 7,664 | 608,745 | 153,766 | 821,053 | 180,959 | 5,118 | 1,007,130 |
| Journals and publications | - | - | - | - | - | - | - | - | 175 | - | 175 |
| Conferences | 2,229 | 2,476 | 49 | 5,186 | 5,293 | 894 | 4,253 | 20,380 | 10,749 | - | 31,129 |
| Other staff development | 2,110 | 2,428 | 490 | - | - | 538 | 6,486 | 12,052 | 30,904 | - | 42,956 |
| Mortgage interest | - | - | - | - | - | - | - | - | 75,835 | - | 75,835 |
| Heating costs | - | - | - | - | - | - | - | - | 26,036 | - | 26,036 |
| Other utilities | - | 365 | - | - | - | - | - | 365 | 108,650 | - | 109,015 |
| Maintenance and repairs | - | 3,480 | - | - | - | - | - | 3,480 | 265,464 | - | 268,944 |
| Other occupancy costs | - | - | - | - | - | - | - | - | 83,337 | - | 83,337 |
| Office | 6,938 | 8,371 | 522 | 330 | 3,732 | 5,550 | 19,670 | 45,113 | 457,500 | 5,259 | 507,872 |
| Building and household | 162 | - | - | - | - | - | - | 162 | 39,424 | - | 39,586 |
| Food | 326 | 1,248 | - | - | 510 | 132 | - | 3,207 | 8,591 | 32 | 11,830 |
| Advertising | - | - | - | - | - | - | 3,686 | 3,686 | - | 65 | 3,751 |
| Printing | 1,236 | 2,699 | 184 | 287 | 144 | 292 | 534 | 5,376 | 1,737 | 4,639 | 11,752 |
| Communication | 10,215 | 36,007 | 4,540 | 5,310 | 2,512 | 147 | 7,900 | 66,631 | 122,874 | - | 189,505 |
| Postage | 22 | 16 | - | - | - | 28 | - | 66 | 7,303 | 611 | 7,980 |
| Staff | 40,446 | 144,210 | 20,539 | 31,723 | 3,033 | 1,384 | 19,514 | 260,849 | 8,898 | 166 | 269,913 |
| Client services | 30,200 | 181,975 | 220 | 5 | 15,118 | 215 | 3,247 | 230,980 | 1,200 | - | 232,180 |
| Malpractice insurance | - | - | - | - | - | - | - | - | 147,439 | - | 147,439 |
| Vehicle insurance | - | - | - | - | - | - | - | - | 1,294 | - | 1,294 |
| Property and liability insurance | - | - | - | - | - | - | - | - | 61,289 | - | 61,289 |
| Other interest | - | - | - | - | - | - | - | - | 1,316 | - | 1,316 |
| Depreciation | 37,844 | 69,346 | 18,496 | 12,389 | 20,381 | 12,457 | 37,672 | 208,585 | 55,877 | 409 | 264,871 |
| Equipment rental | - | - | - | - | - | - | 90 | 90 | 53,490 | - | 53,580 |
| Equipment maintenance | - | - | - | - | - | - | - | - | 3,573 | - | 3,573 |
| Membership dues | 786 | 75 | 275 | 399 | 126 | - | 2,255 | 3,916 | 43,356 | - | 47,272 |
| Other | 53 | 8 | - | - | - | - | 3,087 | 3,148 | 15,740 | 252 | 19,140 |
| Total expenses before allocation | 1,880,533 | 3,952,548 | 513,666 | 391,655 | 610,322 | 1,572,645 | 1,648,908 | 10,570,277 | 4,370,159 | 40,834 | 14,981,270 |
| General and administrative allocation | 972,845 | 2,389,165 | 351,277 | 154,286 | 276,221 | (721,049) | 191,727 | 3,614,472 | (3,630,233) | 15,761 | - |
| Total expenses | 2,853,378 | 6,341,713 | 864,943 | 545,941 | 886,543 | 851,596 | 1,840,635 | 14,184,749 | 739,926 | 56,595 | 14,981,270 |
| Change in net assets | \$ 1,407,999 | \$ (449,805) | \$ 27,630 | \$ (1,265) | \$ (171,031) | \$ - | \$ (26,298) | \$ 787,230 | \$ (17,951) | \$ 96,552 | \$ 865,831 |

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

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

Statement of Cash Flows

**Year Ended June 30, 2019
(With Comparative Totals for Year Ended June 30, 2018)**

| | <u>2019</u> | <u>2018</u> |
|--|---------------------|---------------------|
| Cash flows from operating activities | | |
| Change in net assets | \$ 865,831 | \$ 583,509 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities | | |
| Depreciation and amortization | 265,718 | 251,257 |
| Net realized and unrealized gains on investments | (77,271) | (41,184) |
| Provision for bad debt | 1,763,837 | 1,286,950 |
| Gain on sale of assets | - | 441 |
| Changes in operating assets and liabilities | | |
| Accounts receivable | (1,261,563) | (1,658,315) |
| Prepaid expenses | (37,899) | 14,164 |
| Accounts payable and accrued expenses | 407,847 | 20,655 |
| Accrued payroll and related expenses and vacation | 592,249 | 17,690 |
| Estimated third-party liability | (950,075) | 817,600 |
| Deferred revenue | <u>8,930</u> | <u>-</u> |
| Net cash provided by operating activities | <u>1,577,604</u> | <u>1,292,767</u> |
| Cash flows from investing activities | | |
| Purchases of investments | (561,223) | (618,427) |
| Proceeds from the sale of investments | 547,987 | 629,301 |
| Purchase of property and equipment | <u>(486,724)</u> | <u>(207,305)</u> |
| Net cash used by investing activities | <u>(499,960)</u> | <u>(196,431)</u> |
| Cash flows from financing activities | | |
| Net repayment on the line of credit | - | (248,224) |
| Principal payments on notes payable and capital lease obligations | <u>(91,087)</u> | <u>(128,532)</u> |
| Net cash used by financing activities | <u>(91,087)</u> | <u>(376,756)</u> |
| Net increase in cash and cash equivalents | 986,557 | 719,580 |
| Cash and cash equivalents, beginning of year | <u>1,464,134</u> | <u>744,554</u> |
| Cash and cash equivalents, end of year | <u>\$ 2,450,691</u> | <u>\$ 1,464,134</u> |
| Supplemental disclosures of noncash flow activities | | |
| Acquisition of property and equipment included in accounts payable and accrued expenses | <u>\$ 42,563</u> | <u>\$ 146,843</u> |

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

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

Notes to Financial Statements

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

Organization

The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Elderly Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

1. Summary of Significant Accounting Policies

Use of Estimates

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

Recently Adopted Accounting Pronouncement

In August 2016, Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The previous three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU was adopted by the Organization for the year ended June 30, 2019.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its financial position and activities according to the following net asset classification:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

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

Notes to Financial Statements

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

Net assets with donor restrictions: 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 Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

All contributions are considered to be available for operational use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as donor restricted support that increases that net asset class. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, donor restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as donor restricted support and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2018 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

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

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

Accounts Receivable

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

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

Notes to Financial Statements

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

Investments

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

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

- Increases (decreases) in net assets with donor restrictions if the terms of the gift require that they be maintained with the corpus of a donor restricted endowment fund;
- Increases (decreases) in net assets with donor restrictions if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in net assets without donor restrictions in all other cases.

Property and Equipment

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

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

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are allocated based on client service revenue related to services by department.

Estimated Third-Party Liability

The Organization's third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. At June 30, 2019, management determined the Organization was within minimum threshold levels and did not need to recognize a potential repayment to third party organizations.

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

Notes to Financial Statements

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2019 and 2018. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 23, 2019, which is the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

| | <u>2019</u> | <u>2018</u> |
|--|----------------------------|----------------------------|
| Cash and cash equivalents available for operations | \$ <u>1,933,201</u> | \$ <u>924,067</u> |
| Accounts receivable, net | <u>1,327,181</u> | <u>1,829,455</u> |
| Financial assets available to meet general expenditures within one year | \$ <u>3,260,382</u> | \$ <u>2,753,522</u> |

Cash and cash equivalents in the statement of financial position includes amounts that are part of the endowment and board-designated funds reserved for future capital expenditures, and thus are excluded from the above table.

The Organization's Board of Directors has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Directors.

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

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

The Organization has an available line of credit of \$1,000,000 which was fully available at June 30, 2019. See Note 8.

3. Program Service Fees and Concentrations of Credit Risk

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 85% and 76% of the Organization's net program service fees for 2019 and 2018, respectively. Net revenues from the Medicaid program accounted for approximately 8% and 11% of the Organization's net program service fees for 2019 and 2018, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2019 and 2018 from those major sources is as follows:

| | <u>2019</u> | <u>2018</u> |
|-------------------------------|----------------------|----------------------|
| Private pay | \$ 1,162,551 | \$ 1,401,634 |
| Medicaid | 1,997,276 | 1,880,676 |
| Medicare | 1,083,321 | 1,147,556 |
| Other payers | 797,098 | 916,677 |
| Managed care | <u>19,050,284</u> | <u>16,899,789</u> |
| | <u>24,090,530</u> | <u>22,246,332</u> |
| Less: Contractual adjustments | (2,912,404) | (4,426,265) |
| Capitation adjustments | (6,850,186) | (5,990,567) |
| Provision for bad debt | <u>(1,763,837)</u> | <u>(1,286,950)</u> |
| | <u>(11,526,427)</u> | <u>(11,703,782)</u> |
| Program service fees, net | <u>\$ 12,564,103</u> | <u>\$ 10,542,550</u> |

The increase in bad debt expense in 2019 as compared to 2018 is primarily due to collection issues relating to self pay patients.

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

| | <u>2019</u> | <u>2018</u> |
|--------------|--------------|--------------|
| Private pay | 34 % | 34 % |
| Medicaid | 31 | 31 |
| Medicare | 6 | 15 |
| Other | 9 | 10 |
| Managed care | <u>20</u> | <u>10</u> |
| | <u>100 %</u> | <u>100 %</u> |

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

Notes to Financial Statements

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

4. Investments

Investments, which are reported at fair value, consist of the following at June 30:

| | <u>2019</u> | <u>2018</u> |
|-----------------------------|---------------------|---------------------|
| Common stocks | \$ 738,894 | \$ 554,946 |
| Equity mutual funds | 258,423 | 403,223 |
| U.S. Treasury bonds | 487,623 | 436,769 |
| Corporate bonds | 255,204 | 270,297 |
| Corporate bond mutual funds | <u>113,591</u> | <u>97,993</u> |
| | <u>\$ 1,853,735</u> | <u>\$ 1,763,228</u> |

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

5. Fair Value of Financial Instruments

FASB Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

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

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

| | <u>Level 1</u> | <u>2019 Level 2</u> | <u>Total</u> |
|-----------------------------|---------------------|-------------------------|---------------------|
| Common stocks | \$ 738,894 | \$ - | \$ 738,894 |
| Equity mutual funds | 258,423 | - | 258,423 |
| U.S. Treasury bonds | 487,623 | - | 487,623 |
| Corporate bonds | - | 255,204 | 255,204 |
| Corporate bond mutual funds | <u>113,591</u> | <u>-</u> | <u>113,591</u> |
| | <u>\$ 1,598,531</u> | <u>\$ 255,204</u> | <u>\$ 1,853,735</u> |

| | <u>Level 1</u> | <u>2018 Level 2</u> | <u>Total</u> |
|----------------------------|---------------------|-------------------------|---------------------|
| Common stocks | \$ 554,946 | \$ - | \$ 554,946 |
| Equity mutual funds | 403,223 | - | 403,223 |
| U.S. Treasury bonds | 436,769 | - | 436,769 |
| Corporate bonds | - | 270,297 | 270,297 |
| Mortgage-backed securities | <u>97,993</u> | <u>-</u> | <u>97,993</u> |
| | <u>\$ 1,492,931</u> | <u>\$ 270,297</u> | <u>\$ 1,763,228</u> |

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

6. Property and Equipment

Property and equipment consists of the following:

| | <u>2019</u> | <u>2018</u> |
|----------------------------------|---------------------|---------------------|
| Land, buildings and improvements | \$ 5,539,240 | \$ 5,028,346 |
| Furniture and equipment | 318,374 | 284,824 |
| Computer equipment | 278,083 | 254,861 |
| Software | 706,407 | 684,047 |
| Vehicles | 33,191 | - |
| Construction in process | <u>-</u> | <u>240,773</u> |
| | 6,875,295 | 6,492,851 |
| Less accumulated depreciation | <u>(3,824,056)</u> | <u>(3,559,185)</u> |
| Property and equipment, net | <u>\$ 3,051,239</u> | <u>\$ 2,933,666</u> |

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

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

7. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) as allowing the Organization to spend or accumulate the amount of an endowment fund that the Organization determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift agreement. As a result of this interpretation, the Organization has included in net assets with perpetual donor restrictions (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) the accumulation to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions. The Organization has interpreted the Act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

Spending Policy

Effective for the year ended June 30, 2019, the Organization implemented a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. In 2019, the Board of Directors elected to forego the newly adopted spending policy until 2020. In 2019 and 2018, the Board of Directors approved a flat appropriation of \$40,000 from board-designated endowment funds to support current operations.

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

**June 30, 2019
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Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2019 and 2018.

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2019 was as follows:

| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>Total</u> |
|----------------------------------|--|---|---------------------|
| Donor-restricted endowment funds | \$ - | \$ 274,819 | \$ 274,819 |
| Board-designated endowment funds | <u>1,596,406</u> | <u>-</u> | <u>1,596,406</u> |
| | <u>\$ 1,596,406</u> | <u>\$ 274,819</u> | <u>\$ 1,871,225</u> |

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The changes in endowment net assets for the year ended June 30, 2019 were as follows:

| | <u>Without Donor Restriction</u> | <u>With Donor Restriction</u> | <u>Total</u> |
|---|--|-----------------------------------|---------------------|
| Endowment net assets, June 30, 2018 | \$ 1,544,023 | \$ 259,272 | \$ 1,803,295 |
| Investment return | 92,383 | 15,547 | 107,930 |
| Appropriation of endowment assets for expenditure | <u>(40,000)</u> | <u>-</u> | <u>(40,000)</u> |
| Endowment net assets, June 30, 2019 | <u>\$ 1,596,406</u> | <u>\$ 274,819</u> | <u>\$ 1,871,225</u> |

The endowment net asset composition by type of fund as of June 30, 2018 was as follows:

| | <u>Without Donor Restrictions</u> | <u>With Donor Restrictions</u> | <u>Total</u> |
|----------------------------------|---|------------------------------------|---------------------|
| Donor-restricted endowment funds | \$ - | \$ 259,272 | \$ 259,272 |
| Board-designated endowment funds | <u>1,544,023</u> | <u>-</u> | <u>1,544,023</u> |
| | <u>\$ 1,544,023</u> | <u>\$ 259,272</u> | <u>\$ 1,803,295</u> |

The changes in endowment net assets for the year ended June 30, 2018 were as follows:

| | <u>Without Donor Restriction</u> | <u>With Donor Restriction</u> | <u>Total</u> |
|---|--|-----------------------------------|---------------------|
| Endowment net assets, June 30, 2017 | \$ 1,526,011 | \$ 249,797 | \$ 1,775,808 |
| Contributions | 200 | - | 200 |
| Investment return | 57,812 | 9,475 | 67,287 |
| Appropriation of endowment assets for expenditure | <u>(40,000)</u> | <u>-</u> | <u>(40,000)</u> |
| Endowment net assets, June 30, 2018 | <u>\$ 1,544,023</u> | <u>\$ 259,272</u> | <u>\$ 1,803,295</u> |

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

Notes to Financial Statements

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

8. Debt Obligations

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (5.5% at June 30, 2019). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2019 or 2018. The line of credit agreement has a maturity date of February 28, 2020.

Notes Payable

The Organization had the following notes payable:

| | <u>2019</u> | <u>2018</u> |
|---|---------------------|---------------------|
| Note payable to TD Bank. During 2019, the Organization refinanced the existing note payable to extend the maturity date of the borrowing. Under the terms of the refinanced note payable, monthly principal and interest payments of \$8,114 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.33%; collateralized by mortgaged property. | \$ 836,858 | \$ 888,676 |
| Note payable to TD Bank. During 2019, the Organization refinanced the existing note payable to extend the maturity date of the borrowing. Under the terms of the refinanced note payable, monthly principal and interest payments of \$4,768 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.35%; collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority. | <u>624,817</u> | <u>658,329</u> |
| | <u>1,461,675</u> | <u>1,547,005</u> |
| Less: unamortized deferred issuance costs | <u>(1,184)</u> | <u>(2,031)</u> |
| Total notes payable | <u>\$ 1,460,491</u> | <u>\$ 1,544,974</u> |

The scheduled maturities on notes payable are as follows:

| | |
|------|-----------|
| 2020 | \$ 77,170 |
| 2021 | 81,662 |
| 2022 | 86,192 |
| 2023 | 90,972 |
| 2024 | 1,125,679 |

Cash paid for interest approximates interest expense.

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

**June 30, 2019
(With Comparative Totals for June 30, 2018)**

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2019.

9. Commitments and Contingencies

Operating Leases

Rent expense of \$13,823 and \$12,079 for various equipment was incurred for the years ended June 30, 2019 and 2018, respectively, under noncancellable operating lease agreements covering a term greater than one year.

Future minimum lease payments required under noncancellable lease agreements for the years ending June 30 are as follows:

| | |
|------|------------------|
| 2020 | \$ 11,474 |
| 2021 | 2,093 |
| 2022 | 2,093 |
| 2023 | 2,093 |
| 2024 | <u>349</u> |
| | <u>\$ 18,102</u> |

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2019, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

10. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017 the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2019 and 2018. Expenses associated with this plan were \$141,033 and \$102,941 for the years ended June 30, 2019 and 2018, respectively.

BOARD OF DIRECTORS (2020)

PAMELA BURNS - *Chair*

DIANE VIENNEAU - *Vice Chair*

TANYA L. SPONY, ESQUIRE - *Treasurer*

JONE LABOMBARD - *Secretary*

ROBERT S. AMREIN

CHRISTINE FURMAN

ALAN HARKABUS

LAURA K. MAISTROSKY, ESQUIRE

MARY ANN SOMERVILLE

DONNA UPSON

(updated 5/19/20)

Jessica A Gagnon

Education:

Licensed Clinical Mental Health Counselor (NH): LCMHC issued 3/17/2006. No. 621

M.A. Mental Health Counseling, Notre Dame College, Manchester, NH: Class of 2003

BA Psychology, Rivier College, Nashua: Class of 1999

Work Experience:

November 2017-current *Acute Care Services Director, ACT Team Director, Greater Nashua Mental Health Center, Nashua NH.*

Responsible for the coordination of the GNMHC emergency services program. Tasked with managing and monitoring emergency/crisis situations, providing clinical support and evaluation for patients who need screening, crisis evaluation and disposition. Creating linkages to community partners, stakeholders and other agencies. Develop TQM protocol to track effective outcomes. Oversight and supervision provided to acute care services clinicians and also to the agency PATH/NHH liaison. Oversight of two Assertive Community Outreach Teams, ensuring compliance with standards put forth in Quality Service Review audits and ACT Fidelity audits. Supervision provided to coordinators of the two ACT teams. Provide clinical supervision to LCMHC candidates.

February 2015- November 2017 *Technical Assistant Team Lead, Beacon Health Options, Manchester NH.*

Responsible for the oversight and implementation of the NH Medicaid clinical/ value based payment business model. Oversight of the 10 NH Community Mental Health Center's value based payment contract compliance. Oversight of CMHC member's coordination of care. Oversight of CMHC's quality performance metrics as it pertains to Hedis measures. Implementation of quality improvement plans. Provide clinical supervision to 3 Technical Assistant Clinicians. Duties to work collaboratively with CM and utilization review team to efficient communication regarding member needs and planning.

October 2014-February 2015- *Technical Assistant, Beacon Health Options, Manchester NH.*

Responsible for Utilization Management for Well Sense (Medicaid) members. Duties to provide care management and utilization review to Well Sense members served by community mental health centers in NH. Direct technical assistance, consulting and training facilitation for local CMHC's on a range of issues relating to behavioral health. Management of client/state contracts including contract compliance. Monitoring of CMHC BH HeM regulation compliance.

March 2005-Sept 2014 - *Emergency Services Clinician, Manchester Mental Health Center, Manchester, NH.*

Responsible to perform emergent psychiatric evaluations in office, at 2 local Emergency rooms and local police departments. Includes appropriate placements at psychiatric units, managed care authorizations, and referral to mental health agencies. Also responsible to perform brief outpatient therapy to a caseload of 40-60 clients.

October 2004-March 2005- *Clinical Coordinator, Psychiatric Evaluation Program- Elliot Hospital/Manchester Counseling Services, Manchester, NH*

Responsible for the management of the Psychiatric Evaluation Program at Elliot Hospital. Includes the supervision of mental health clinicians to ensure quality services rendered to consumers in the emergency room at Elliot Hospital. Part-time outpatient psychotherapy at Manchester Counseling Services to a variety of consumers.

July 2004-October 2004- Mental Health Counselor, Psychiatric Evaluation Program Elliot Hospital/Manchester Counseling Services, Manchester, NH

Responsible to perform mental health crisis evaluations within the Elliot Hospital Emergency Department. Includes appropriate placements at psychiatric units, managed care authorizations and referral to a variety of mental health services. Part-time outpatient psychotherapy at Manchester Counseling services to a variety of consumers.

Sept 2003- July 2004 - Emergency Services Clinician, Manchester Mental Health Center, Manchester, NH

Responsible to perform mental health crisis evaluations, treatment and disposition at 2 local Emergency rooms and police departments. Brief outpatient therapy to a caseload of 40-60 clients.

August 2002-September 2003- Residential Supervisor, Manchester Mental Health Center, Manchester, NH

Responsible to provide leadership and supervision that facilitates the daily operations of Social/Rehabilitative facilities, in order to assure an appropriate quality of life for those residents occupying agency sponsored housing.

March 1999-August 2002- Residential Specialist, Manchester Mental Health Center, Manchester, NH

Working as a support counselor for those that suffer chronic mental illness. Duties include treatment plan implementation, ADL and basic living skills support. Utilization of crisis intervention as needed.

Related Experience:

James Foster and Associates, Internship. Notre Dame College, Manchester, NH

Completed a 700 hour internship, which included experience in individual psychotherapy for a variety of populations, including court mandated cases; served as co-facilitator for a 44 week domestic violence group program.

Manchester Mental Health's Gemini Program, Notre Dame College Practicum, Manchester NH

Assisted in the therapeutic support of adults dually diagnosed. Attended AA meetings with residents on a weekly basis.

April 2007- DBT (Dialectical Behavioral Therapy) Training- 32 hours- Specialized behavioral treatment specific to Borderline Personality Disorder

2013-2014- Clinical Supervisor- Supervised a license eligible employee weekly. Goals to include preparation for examination, coaching, awareness of ethical code, and therapy principles/practice.

Jan 2019- Situational Leadership Training- 16 hours- Sarah Scala Consulting. Model designed to instruct supervisors in matching leadership style to staff's developmental level in order to produce positive performance outcomes.

Community Council of Nashua, Inc. DBA/Greater Nashua Mental Health

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract (13.5 months) |
|----------------|---------------------------------|--------|---------------------------|--|
| Jessica Gagnon | Director of Acute Care Services | 74,000 | 10% | 8,330 |
| TBD | Acute Care Therapist | 50,000 | 100% | 56,250 |
| TBD | Crisis Peer Support Specialist | 36,400 | 100% | 40,950 |
| TBD | Administrative Support | 35,000 | 20% | 7,970 |
| | | | | |

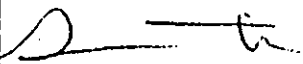
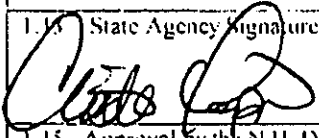
Subject: Rapid Response (SS-2020-DBH-07-RAPID-08)

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 New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Seacoast Mental Health Center, Inc. | | 1.4 Contractor Address 1145 Sagamore Ave. Portsmouth, NH 03801 | |
| 1.5 Contractor Phone Number (603) 431-6703 | 1.6 Account Number 05-095-092-922010- 19090000-102-500731 | 1.7 Completion Date August 19, 2021 | 1.8 Price Limitation \$173,195 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature  Date: 06-03-2020 | | 1.12 Name and Title of Contractor Signatory Geraldine Gaudet, President and CEO | |
| 1.13 State Agency Signature  Date: 6/5/2020 | | 1.14 Name and Title of State Agency Signatory Christine Tapan, Associate Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/17/20 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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, eliminates 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 hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 early 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 attached 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

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 assignee 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.



EXHIBIT A

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 issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 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 two (2) years 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.



EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Eight (8).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.



EXHIBIT B

- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
- 1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
- 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;
 - 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;



EXHIBIT B

- 1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.
- 1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions, including but not limited to:
 - 1.12.1. Assertive community treatment;
 - 1.12.2. Supported employment;
 - 1.12.3. Illness management and recovery;
 - 1.12.4. Therapeutic behavioral services;
 - 1.12.5. Family support; and
 - 1.12.6. Medication management.
- 1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:
 - 1.13.1. Modular Approach to Therapy for Children (MATCH);
 - 1.13.2. Trauma-focused cognitive behavioral therapy; and
 - 1.13.3. Supported employment for individuals for whom it is developmentally appropriate.
- 1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:
 - 1.14.1. Evaluations;
 - 1.14.2. Withdrawal management;
 - 1.14.3. Outpatient counseling;
 - 1.14.4. Residential services; and
 - 1.14.5. Recovery supports.
- 1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:
 - 1.15.1. Medication Assisted Treatment (MAT);
 - 1.15.2. Cognitive Behavioral Therapy (CBT);
 - 1.15.3. Motivational Enhancement Therapy (MET);
 - 1.15.4. Seeking Safety;

[Signature]
[Date: 02/23/2020]



EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Eight (8), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

- 2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.
- 2.2. The Contractor shall ensure that Contractor staff receive training on:
 - 2.2.1. New Hampshire Rapid Response goals and objectives;
 - 2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;
 - 2.2.3. Guideline-based crisis intervention;



EXHIBIT B

- 2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and
- 2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.
- 2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:
 - 2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.
 - 2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).
 - 2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.
 - 2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.
 - 2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.
 - 2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.
 - 2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.
 - 2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.
 - 2.3.5. If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.
 - 2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.

[Handwritten Signature]
03.23.2020
[Handwritten Signature]
03.23.2020



EXHIBIT B

- 2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

- 3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.
- 3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.
- 3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.
- 3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.
- 3.4.1. The Contractor shall provide a \$20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.
- 3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.
- 3.5. The Contractor shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.
- 3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.
- 3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.
- 3.7. The Contractor may utilize funding in this Agreement designated for data



EXHIBIT B

infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

- 4.1. 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.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Culturally and Linguistically Appropriate Services (CLAS)
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 5.3. Credits and Copyright Ownership
 - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

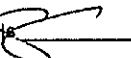






EXHIBIT B

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. Operation of Facilities: Compliance with Laws and Regulations
 - 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and



EXHIBIT B

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
NH Rapid Response Program



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%; Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. 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 Indirect Cost Rate of 10.00% 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.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

| BUDGET | |
|---|------------------|
| Line Item | Amount Amount |
| Staffing | \$113,500 |
| Fringe and Benefits | \$ 34,050 |
| Personal Protective Equipment, Supplies, Technology, and Training | \$ 5,400 |
| Data Collection | \$ 4,500 |
| Indirect Costs on Clinical Services | \$ 15,295 |
| Indirect Costs on Data Collection | \$ 450 |
| Total | \$173,195 |

- 3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
 - 3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
 - 3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served



EXHIBIT C

indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:
Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301
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.

New Hampshire Department of Health and Human Services
NH Rapid Response Program



EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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 Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. 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.
 - 12.1.2. 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.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. 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 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

Seacoast Mental Health Center, Inc.

Exhibit C

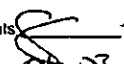
Contractor Initials

SS-2020-DBH-07-RAPID-08

Page 3 of 4

Date

Rev. 01/08/19


Date 03.03.2020

New Hampshire Department of Health and Human Services
NH Rapid Response Program



EXHIBIT C

- 12.3. 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.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
 - 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
 - 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
 - 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. 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.



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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

06.03.2020
Date

[Signature]
Name: Geraldine Doherty
Title: President and CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

06/03/2000
Date

[Signature]
Name: Geraldine Couture
Title: Pres. and CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials [Signature]



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Signature]
Date 06.03.2020

New Hampshire Department of Health and Human Services
Exhibit F



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

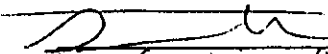
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

06.03.2020
Date


Name: Geraldine Couture
Title: President and CEO



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

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

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

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

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

Exhibit G

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

Vendor Initials

Date

New Hampshire Department of Health and Human Services
Exhibit G



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

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

06.03.2020
Date

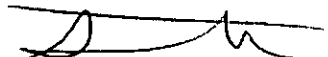

Name: Geraldine Cantore
Title: President and CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations, and Whistleblower protections

Vendor Initials

Date



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

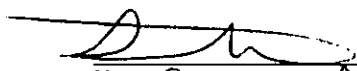
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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:

06.03.2020
Date


Name: Geraldine Cantore
Title: President and CEO



06.03.2020



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) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

06.03.2020



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

[Signature]
06.03.2020



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



06.03.2020



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

Signature of Authorized Representative

Christie Tappan

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

6.5.2020

Date

Serena Mental Health Center, Inc.

Name of the Contractor

Signature of Authorized Representative

Geraldine Couture

Name of Authorized Representative

President and CEO

Title of Authorized Representative

06.03.2020

Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.


Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

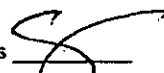
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees 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:

06.03.2020
Date


Name: Geraldine Couture
Title: President and CEO


06.03.2020



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 188996185
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☒ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

[Signature]
03.2020

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

[Handwritten Signature]
06.03.2020

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.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

[Handwritten Signature]
06.03.2020

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.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

A handwritten signature in black ink, appearing to be "S" or "SS", written over the "Contractor Initials" label.

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

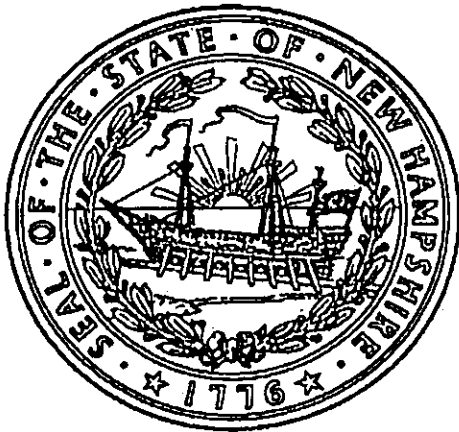
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 21, 1963. 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: 65254

Certificate Number : 0004902648



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

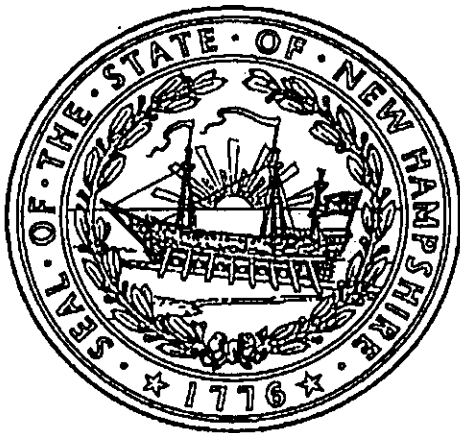
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER RESOURCE GROUP, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 25, 1985. 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: 66834

Certificate Number : 0004902645



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, **Monica Kieser**, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of **Seacoast Mental Health Center, Inc.**
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **May 19, 2020**, at which a quorum of the Directors/shareholders were present and voting.

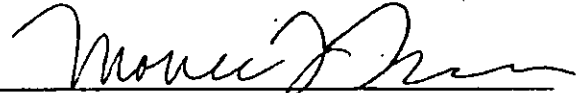
VOTED: Geraldine Couture, Chief Executive Officer

is duly authorized on behalf of **Seacoast Mental Health Center, Inc.** to enter into contracts or agreements with the State

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate 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: **June 3, 2020**



Signature of Elected Officer

Name: **Monica Kieser**

Title: **President; Board of Directors**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2020

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|--|--|--|--|---------------|
| PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851 | | CONTACT NAME: PHONE (A/C, No, Ext): 978-458-1865 FAX (A/C, No): 978-454-1865 E-MAIL ADDRESS: jnorton@fredchurch.com | | |
| INSURED Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue Portsmouth NH 03801 | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURER A: Philadelphia Indemnity Insurance Company | | 18058 |
| | | INSURER B: Granite State HC & HS Trust | | |
| | | INSURER C: | | |
| | | INSURER D: | | |
| | | INSURER E: | | |
| | | INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER: 1678635611

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | PHPK2101354 | 3/1/2020 | 3/1/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Coll \$1,000 | | | PHPK2101356 | 3/1/2020 | 3/1/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | PHUB712434 | 3/1/2020 | 3/1/2021 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N N/A | | | HCHS20200000262 | 3/1/2020 | 2/1/2021 | <input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability | | | PHPK2101354 | 3/1/2020 | 3/1/2021 | \$1,000,000 \$3,000,000 Per Occurrence Annual Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

| |
|-------------------------------------|
| SEACOAST MENTAL HEALTH CENTER, INC. |
|-------------------------------------|

MISSION STATEMENT

Seacoast Mental Health Center Inc. is a private, not-for-profit, comprehensive mental health facility serving the eastern half of Rockingham County, New Hampshire. The mission of the Center is to provide a broad, comprehensive array of high quality, effective and accessible mental health services to residents of the eastern half of Rockingham County.

Seacoast Mental Health Center Resource Group, Inc.

FINANCIAL STATEMENTS

June 30, 2019

Seacoast Mental Health Center Resource Group, Inc.
TABLE OF CONTENTS
June 30, 2019

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| Statements of Operations & Changes in Net Assets | 2 |
| Statements of Cash Flows | 3 |
| Notes to Financial Statements | 4 |



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Seacoast Mental Health Center Resource Group, Inc.
Portsmouth, New Hampshire

We have audited the accompanying financial statements of Seacoast Mental Health Center Resource Group, Inc. (a nonprofit organization) which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our 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.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Mental Health Center Resource Group, Inc. as of June 30, 2019 and 2018, 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.

Effect of Adopting New Accounting Standard

As discussed in Note 3 to the financial statements, the Organization 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, Brannagan + Sargent

St. Albans, Vermont
August 26, 2019

Seacoast Mental Health Center Resource Group, Inc.

STATEMENTS OF FINANCIAL POSITION

June 30,

ASSETS

| | <u>2019</u> | <u>2018</u> |
|-------------------------------------|---------------------|---------------------|
| CURRENT ASSETS | | |
| Cash | \$ 2,375,104 | \$ 1,433,548 |
| Prepaid expenses | <u>-</u> | <u>3,903</u> |
| TOTAL CURRENT LIABILITIES | <u>2,375,104</u> | <u>1,437,451</u> |
| PROPERTY AND EQUIPMENT | | |
| Land | 239,434 | 239,434 |
| Buildings and improvements | 3,167,058 | 3,254,182 |
| Computer system | 311,135 | 311,135 |
| Furniture | 81,628 | 81,628 |
| Phone system | 242,359 | 242,359 |
| Vehicles | <u>66,954</u> | <u>41,575</u> |
| | 4,108,568 | 4,170,313 |
| Accumulated depreciation | <u>(3,136,595)</u> | <u>(3,152,475)</u> |
| TOTAL PROPERTY AND EQUIPMENT | <u>971,973</u> | <u>1,017,838</u> |
| TOTAL ASSETS | <u>\$ 3,347,077</u> | <u>\$ 2,455,289</u> |

LIABILITIES AND NET ASSETS

| | | |
|--|---------------------|---------------------|
| CURRENT LIABILITIES | | |
| Due to related party | \$ <u>-</u> | \$ <u>4,885</u> |
| NET ASSETS WITHOUT DONOR RESTRICTIONS | <u>3,347,077</u> | <u>2,450,404</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 3,347,077</u> | <u>\$ 2,455,289</u> |

See Notes to Financial Statements

Seacoast Mental Health Center Resource Group, Inc.
STATEMENTS OF OPERATIONS & CHANGES IN NET ASSETS
For the Years Ended June 30,

| | <u>2019</u> | <u>2018</u> |
|---|---------------------|---------------------|
| REVENUE | | |
| Rental revenue | \$ 752,666 | \$ 585,608 |
| EXPENSES | | |
| Depreciation | 137,265 | 158,898 |
| Management Fees | 84,000 | 84,000 |
| Miscellaneous | 36,157 | 35,688 |
| Professional Fees | 5,000 | 5,000 |
| Repairs and maintenance | <u>-</u> | <u>2,077</u> |
| TOTAL EXPENSES | <u>262,422</u> | <u>285,663</u> |
| OTHER INCOME/(EXPENSES) | | |
| Interest income | 8,385 | 3,458 |
| Gain (Loss) on sale of property and equipment | <u>398,044</u> | <u>144,267</u> |
| TOTAL OTHER INCOME/(EXPENSES) | <u>406,429</u> | <u>147,725</u> |
| CHANGE IN NET ASSETS | 896,673 | 447,670 |
| NET ASSETS WITHOUT DONOR RESTRICTIONS, beginning of year | <u>2,450,404</u> | <u>2,002,734</u> |
| NET ASSETS WITHOUT DONOR RESTRICTIONS, end of year | <u>\$ 3,347,077</u> | <u>\$ 2,450,404</u> |

See Notes to Financial Statements

Seacoast Mental Health Center Resource Group, Inc.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

| | <u>2019</u> | <u>2018</u> |
|---|---------------------|---------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Increase in net assets | \$ 896,673 | \$ 447,670 |
| Adjustments to deficiency of revenue over expenses to net cash provided by operating activities: | | |
| Depreciation | 137,265 | 158,898 |
| Gain on disposal of assets | (398,044) | (144,267) |
| (Increase) decrease in: | | |
| Prepaid expenses | 3,903 | (3,903) |
| (Decrease) increase in: | | |
| Due to related party | <u>(4,885)</u> | <u>4,885</u> |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | <u>634,912</u> | <u>463,283</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Proceeds from sale of assets | 412,759 | 208,621 |
| Purchase of property and equipment | <u>(106,115)</u> | <u>(119,983)</u> |
| NET CASH PROVIDED BY INVESTING ACTIVITIES | <u>306,644</u> | <u>88,638</u> |
| NET INCREASE IN CASH | 941,556 | 551,921 |
| CASH AT BEGINNING OF YEAR | <u>1,433,548</u> | <u>881,627</u> |
| CASH AT END OF YEAR | <u>\$ 2,375,104</u> | <u>\$ 1,433,548</u> |

See Notes to Financial Statements

Seacoast Mental Health Center Resource Group, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Seacoast Mental Health Center Resource Group, Inc. (Resource Group) was incorporated on November 11, 1985. Resource Group's purpose is to support and benefit the Seacoast Mental Health Center, Inc. (the Center). Resource Group raises and contributes funds to the Center as well as managing property and equipment for lease to the Center. Seacoast Mental Health Center Resource Group owns and rents property in the Seacoast area of the State of New Hampshire.

Basis of Presentation

The financial statements of the Organization 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 Organizations" (the "Guide"). (ASC) 958-205 was effective July 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 assets of the Organization and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. The Organization's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: 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 Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Revenue Recognition

Amounts received from grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses are incurred. Contributions of cash and other assets are reported as restricted if they are received with donor stipulations that limit the use of the donated assets. Contributions can be without donor restriction or with donor restriction.

Seacoast Mental Health Center Resource Group, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

Property and equipment are recorded on the balance sheet at their historical cost. Property and equipment on the balance sheet represents items, which are leased to the Center. Depreciation is computed using the straight-line method over the following estimated useful lives:

| | <u>Years</u> |
|----------------------------|--------------|
| Buildings and improvements | 3-31.5 |
| Vehicles | 5 |
| Equipment | 5-7 |

Income Tax Status

Resource Group has received a letter of determination from the Internal Revenue Service advising it that it qualifies as a not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code, and, therefore, is not subject to income tax. In addition, the organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under section 509(a)(3).

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2016, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

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.

NOTE 2 RELATED PARTY TRANSACTIONS

During the years ended June 30, 2019 and 2018 the Resource Group paid \$84,000 in management fees for administrative services to Seacoast Mental Health Center, Inc.

The Resource Group maintains a line of credit issued to the Center with a limit of \$500,000. Interest is charged at prime plus 1%. As of June 30, 2019 the interest rate was 6.5%. There were no outstanding balances on this line as of June 30, 2019 and 2018. During the years ended June 30, 2019 and 2018 \$-0- was collected in interest related to this line of credit.

Operating Leases

The Resource Group leases property and equipment to the Center. Rent received from affiliates for the years ended June 30, 2019 and 2018 was \$752,666. The Center is obligated to the Resource Group under cancelable leases to continue to rent these facilities and equipment at an annual rate of approximately \$758,724. The annual rates of rents are revisited on an annual basis.

Seacoast Mental Health Center Resource Group, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2019

NOTE 3 CHANGE IN ACCOUNTING PRINCIPAL- RETROACTIVE APPLICATION

On July 1, 2018, Seacoast Mental Health Center Resource Group, Inc. 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 Organization 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> |
|---------------------------------------|----------------|
| Net assets | \$ (2,450,404) |
| Net assets without donor restrictions | 2,450,404 |

NOTE 4 LIQUIDITY

The following reflects the Organization's financial assets available within one year for general expenditures as of June 30, 2019:

| | |
|---|---------------------|
| Cash and Cash Equivalents | <u>\$ 2,375,104</u> |
| Financial assets available within one year for general expenditures | <u>\$ 2,375,104</u> |

As part of the Organization's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

NOTE 5 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Resource Group has evaluated subsequent events through August 26, 2019, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2019, have been incorporated into these basic financial statements herein.

Seacoast Mental Health Center, Inc.

Board of Directors Listing

| First | Last | Employer/Affiliation | Term Begin | Term End | Officer | Committees |
|----------|-------------------------|---|------------|----------|----------------|---|
| Monica | Kieser | Attorney | Jan-12 | Jan-21 | President | Audit/Finance Board Governance/Nomination Facilities |
| Kimberly | Hyer | Pediatrician, Hampton Pediatric Associates | Apr-97 | Jun-20 | Vice President | Audit/Finance Chair - Board Governance/Nomination Facilities |
| Mark | Cochran | Regional Sales Director B2W Software | Nov-17 | Nov-20 | Secretary | Development IT |
| Brian | Carolan | Principal & Chief Investment Officer | Mar-18 | Mar-21 | Treasurer | Finance |
| Jason | Coleman, SMSgt NHANG | Financial Systems Analyst, United States Air Force | Feb-03 | Feb-21 | N/A | Development Facilities IT |
| Kathleen | Dwyer | Assistant City Attorney City of Portsmouth | Aug-13 | Aug-22 | N/A | Development |
| Sandi | Hennequin | Vice President, U.S. Public Affairs, Emera Energy | May-17 | May-20 | N/A | Development |
| Dave | Keaveny | Portsmouth Police Department | Feb-20 | Feb-23 | N/A | |
| Erin | Lawson | Principal | Jan-16 | Jan-22 | N/A | Development |
| Andy | Mameczak | Owner AMM Consulting, LLC | May-19 | May-22 | N/A | IT |
| John | Pendleton | Judge - NH Court System | Feb-06 | Feb-21 | N/A | Nominating |
| Ned | Raynolds | Employee/Owner - Commercial Solar Consultant | May-14 | May-20 | N/A | Facilities |
| Paul | Sorli | Proprietor, Portsmouth Gas Light Company | Feb-00 | Feb-21 | N/A | Audit/Finance Chair - Facilities |
| Eric | Spear | Owner IT Company Precision Campus | Mar-19 | Mar-22 | N/A | IT |
| Peter | Taylor | Attorney | Jan-19 | Jan-22 | N/A | Development |
| Mary | Toumpas | Independent Compliance Consultant | Jan-19 | Jan-22 | N/A | Development Finance |

Geraldine A. Couture

Professional Experience

Seacoast Mental Health Center, Inc., Portsmouth, NH
Executive Director, April 2002

Seacoast Mental Health Center, Inc., Portsmouth, NH
Associate Director, March 1993 - April 2002
Interim Director of Child Adolescent and Family Services, November 2000 - Compliance Officer
Oversee fiscal and administrative functions of large community mental health center.
Coordinate development and monitoring of annual budget and state contract.
Facilitate ongoing development of team model Child, Adolescent and Family Services Department including direct supervision of management staff, regional planning and inter-agency collaboration.
Chair: Compliance Committee.
Member: Personnel, Staff Growth and Development and Quality Improvement Committees

Strafford Guidance Center, Inc., Dover, NH
Business Manager, December 1991 - March 1993
Assistant Business Manager, January 1991 - December 1991
Accounts Receivable Manager, August 1987 - January 1991
Actively oversee daily operations of Accounts Receivable Department in a community mental health center.
Participate in development and monitoring of annual budget and contract with the New Hampshire Division of Mental Health.

Rochester Site Office Manager, December 1986 - August 1987
Responsible for all daily operations of satellite office.

Administrative Assistant, June 1986 - December 1986
Provided administrative support services to the Director of the Community Support Program.

Fradeo Holdings, Inc., Greensburg, PA
President, June 1984 - April 1986
Administered all functions of company dealing in coal, timber and natural gas holdings.

Educational Experience

University of New Hampshire, Durham, NH
Master of Health Administration, May 2001.

University of New Hampshire, Durham, NH
Bachelor of Science, College of Life Sciences and Agriculture, Family and Consumer Studies, May 1984

Honors and Awards

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

Membership

National Association of Reimbursement Officers, Past President

Experience

Medical Director

Responsible for insuring the delivery of quality psychiatric care
Seacoast Mental Health Center
Portsmouth, New Hampshire
1975-Present

Medical Director

Responsible for insuring delivery of psychiatric care to children, adolescents,
and their families
Portsmouth Pavilion Adolescent Unit
Portsmouth, New Hampshire
1988-Present

Private Practice

Psychiatric treatment of adults and of children and their families
1968-Present

Chief of Psychiatry

Insure quality of psychiatric care delivered at Portsmouth Pavilion
Portsmouth Hospital
1987-1993

Director of Training

Responsible for training of Harvard Fellows in Child Psychiatry
Gaebler Training Program in Child Psychiatry
Gaebler Children's Center
Waltham, Massachusetts
1975-1985

Staff Psychiatrist

Gaebler Children's Center
Waltham, Massachusetts
1968-1975

Staff Psychiatrist

Metropolitan Hospital
Waltham, Massachusetts
1963-1965

Teaching Appointments

Assistant Clinical Professor of Psychiatry

Responsible for the education of third year Tufts University Medical Students
during their rotation in Child Psychiatry and for Tufts University residents in
Adult Psychiatry during their rotation in Child Psychiatry
Tufts University Medical School
Boston, Massachusetts
1979-1985

Clinical Instructor in Psychiatry
Responsible for training of Harvard Fellows in Child Psychiatry
Harvard Medical School
Cambridge, Massachusetts
1968-1985

Appointments

Examiner
Child Psychiatry
American Board of Psychiatry and Neurology
1986-Present

Trustee
Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire
1992-Present

Education

Graduated Cairo University Medical School
Cairo, Egypt
January, 1957

Rotating Internship
Cairo University Hospital
Cairo, Egypt
1957-1958

Residency in Neurology
Cairo University Hospital
Cairo, Egypt
1958-1960

Residency in Adult Psychiatry
Metropolitan Hospital
Waltham, Massachusetts
1961-1963

Fellowship in Child Psychiatry
Harvard Medical School
Gaebler Children's Center
Waltham, Massachusetts
1965-1967

Board Certifications

Board Certified in Neurology
Cairo University
Cairo, Egypt
1960

Board Certified in Adult Psychiatry
American Board of Psychiatry and Neurology
1971

Board Certified in Child Psychiatry
American Board of Psychiatry and Neurology
1984

Licensure

Licensed to practice medicine in New Hampshire

Licensed to practice medicine in Massachusetts

Hospital Affiliations

Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire

Exeter Hospital
Exeter, New Hampshire

Saint Elizabeth Hospital (past affiliation)
Brighton, Massachusetts

Gaebler Children's Center (past affiliation)
Waltham, Massachusetts

Professional Memberships

American Psychiatric Association

New England Council of Child Psychiatry

New Hampshire Medical Society

New Hampshire Psychiatric Society

Publications

"Attention Deficit Disorder", 1978
American Psychiatric Association Continuous Medical Education Course, Child
Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-
1983

"Elective Mutism", 1978
American Psychiatric Association Continuous Medical Education Course, Child
Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-
1983

"Enuresis", 1978

American Psychiatric Association Continuous Medical Education Course, Child
Psychiatry for the General Psychiatrist

Presented at the Annual Meeting of the American Psychiatric Association, 1979-
1983

"The Importance of Follow-up in Latency" (Gair and Hanna), 1971

Presented at the Ortho-Psychiatry Annual Meeting, 1971

"Imaginary Companion and Superego Development" (Gair and Hanna), 1968

Presented at the Annual Meeting of the American Academy of Child Psychiatry,
1968

Linda S. Every

EMPLOYMENT:

2002-Present: Associate Director, Seacoast Mental Health Center, Inc. 1145 Sagamore Ave, Portsmouth, NH 03801. Responsible for fiscal and administrative functions; Oversee development of annual budget and contract; Monitor and ensure proper financial controls are in place. Supervision of Management Staff. Member: Personnel, Compliance, and Quality Improvement Committees.

1993-2002: Business Office Manager, Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue, Portsmouth, NH 03801. Responsible for all the accounting functions, non-client Accounts Receivable, Accounts Payable, Payroll and Purchasing. Duties include supervision and annual appraisal of accounting staff; preparation and analysis of financial statements; grants management; cash management; and coordinating the annual financial audit; prepare financial reports for various funding sources; Write and review policies and procedures as they pertain to the business functions. Ensure proper accounting controls are in place.

1989-1993: Promoted to Business Office Manager, Seacoast Mental Health Center Inc., 1145 Sagamore Ave., Portsmouth, NH 03801. Responsible for Accounts Payable, Payroll, Purchasing, non-client Accounts Receivable. Assisted with preparation of financial statements, and year end audit. Participated in the selection of new computer system, both hardware and software, and the implementation of that system. Provided backup up for the computer department.

1986-1989: Accountant, Seacoast Mental Health Center, Inc. 1145 Sagamore Ave., Portsmouth, NH 03801, Responsible for processing semimonthly Payroll and Accounts payable. Prepared daily deposits, maintained fixed assets, posted all non-client cash receipts. Streamlined the accounts payable process. Assisted with month end close.

1985-1986: Accountant, G&M Construction Corporation. 205 Lafayette Rd., North Hampton, NH. Responsible for processing Accounts Payable, Accounts Receivable, Payroll, Job Costing and Equipment Charges. Verified accuracy of financial information.

1984-1985: Accounts Payable/Payroll Clerk, Griffin Construction Company Inc., PO Box 149 Portsmouth, NH. Responsible for verifying and processing all incoming invoices, processed weekly-computerized payroll for 60 employees. Assisted in preparing audit work papers.

EDUCATION:

Bachelors Degree, June 1989, in Business administration. New Hampshire College, Greenleaf Ave.

Portsmouth, NH 03801.

Associate Degree, August 1983, in Accounting and Business Management, McIntosh College,
Cataract Ave. Dover, NH 03820.

MEMBERSHIPS:

Member Institute of Management Accountants.

REFERENCES: Available on request

CONTRACTOR NAME: Seacoast Mental Health Center, Inc.

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|-------------------|--------------------|---------|---------------------------|--------------------------------|
| Geraldine Couture | President/CEO | 179,897 | 0% | |
| Linda Every | Associate Director | 114,515 | 0% | |
| Wassfy Hanna | Medical Director | 116,825 | 0% | |
| | | | | |
| | FY 2020 Levels | | | |

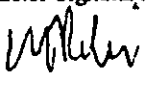
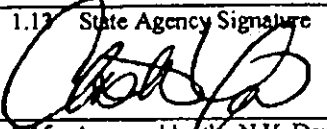
Subject: Rapid Response (SS-2020-DBH-07-RAPID-07)

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 New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name The Mental Health Center of Greater Manchester, Inc. | | 1.4 Contractor Address 401 Cypress St. Manchester, NH 03103 | |
| 1.5 Contractor Phone Number (603) 668-4111 | 1.6 Account Number 05-095-092-922010- 19090000-102-500731 | 1.7 Completion Date August 19, 2021 | 1.8 Price Limitation \$173,195 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature  Date: 6/5/2020 | | 1.12 Name and Title of Contractor Signatory William Rider, President/CEO | |
| 1.13 State Agency Signature  Date: 6/8/2020 | | 1.14 Name and Title of State Agency Signatory Christie Tappan Associate Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/17/20 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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, eliminates 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 hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 early 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 attached 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

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 assignee 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.



EXHIBIT A

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 issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 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 two (2) years 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.

WTR

6/5/2020



EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Seven (7).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.



EXHIBIT B

- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in section 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
- 1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
- 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;
 - 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;



EXHIBIT B

- 1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.
- 1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:
 - 1.12.1. Assertive community treatment;
 - 1.12.2. Supported employment;
 - 1.12.3. Illness management and recovery;
 - 1.12.4. Therapeutic behavioral services;
 - 1.12.5. Family support; and
 - 1.12.6. Medication management.
- 1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:
 - 1.13.1. Modular Approach to Therapy for Children (MATCH);
 - 1.13.2. Trauma-focused cognitive behavioral therapy; and
 - 1.13.3. Supported employment for individuals for whom it is developmentally appropriate.
- 1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:
 - 1.14.1. Evaluations;
 - 1.14.2. Withdrawal management;
 - 1.14.3. Outpatient counseling;
 - 1.14.4. Residential services; and
 - 1.14.5. Recovery supports.
- 1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:
 - 1.15.1. Medication Assisted Treatment (MAT);
 - 1.15.2. Cognitive Behavioral Therapy (CBT);
 - 1.15.3. Motivational Enhancement Therapy (MET);
 - 1.15.4. Seeking Safety;



EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Seven (7), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

- 2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.
- 2.2. The Contractor shall ensure that Contractor staff receive training on:
 - 2.2.1. New Hampshire Rapid Response goals and objectives;
 - 2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;
 - 2.2.3. Guideline-based crisis intervention;

WTH



EXHIBIT B

- 2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and
- 2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.
- 2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:
 - 2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.
 - 2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).
 - 2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.
 - 2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.
 - 2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.
 - 2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.
 - 2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.
 - 2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.
 - 2.3.5. If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.
 - 2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.



EXHIBIT B

- 2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

- 3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.
- 3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.
- 3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.
- 3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.
- 3.4.1. The Contractor shall provide a \$20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.
- 3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.
- 3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.
- 3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.
- 3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.
- 3.7. The Contractor may utilize funding in this Agreement designated for data



EXHIBIT B

infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

- 4.1. 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.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Culturally and Linguistically Appropriate Services (CLAS)
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 5.3. Credits and Copyright Ownership
 - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."



EXHIBIT B

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. Operation of Facilities: Compliance with Laws and Regulations
 - 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and



EXHIBIT B

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

A handwritten signature in black ink, appearing to be 'J. [unclear]', is written over the 'Contractor Initials' label.



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. 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 Indirect Cost Rate of 10.00% 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.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

| BUDGET | |
|---|------------------|
| Line Item | Amount Amount |
| Staffing | \$113,500 |
| Fringe and Benefits | \$ 34,050 |
| Personal Protective Equipment, Supplies, Technology, and Training | \$ 5,400 |
| Data Collection | \$ 4,500 |
| Indirect Costs on Clinical Services | \$ 15,295 |
| Indirect Costs on Data Collection | \$ 450 |
| Total | \$173,195 |

- 3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
 - 3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
 - 3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served.



EXHIBIT C

indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment:
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301
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.



EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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 Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. 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.
 - 12.1.2. 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.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. 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 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.



EXHIBIT C

- 12.3. 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.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
- 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
- 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
- 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. 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.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

[Signature]
6/5/2000

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, state, zip code) (list each location)

401 Cypress St.
Manchester, NH 03103

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: The Mental Health Center of
Greater Manchester

6/5/2020
Date

W. Rider
Name: William Rider
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: The Mental Health Center of
Greater Manchester

6/5/2020
Date

William Rider
Name: William Rider
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: The Mental Health Center of
Greater Manchester

6/5/2020
Date

William Rider
Name: William Rider
Title: President/CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Vendor Initials

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: The Mental Health Center of Greater Manchester

6/5/2020

Date

William Rider
Name: William Rider
Title: President/CEO

Exhibit G

Vendor Initials WR

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: The Mental Health Center of
Greenville

6/5/2020
Date

[Signature]
Name: William Riden
Title: President/CEO



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) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

A handwritten signature in black ink, appearing to be "WJW".



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State.

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

The Mental Health Center of Greater Manchester

Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The 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: The Mental Health Center of
Greater Manchester

6/5/2020
Date

[Signature]
Name: William Rider
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073978280
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

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.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Wm

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

[Handwritten initials]

6/5/2020

State of New Hampshire

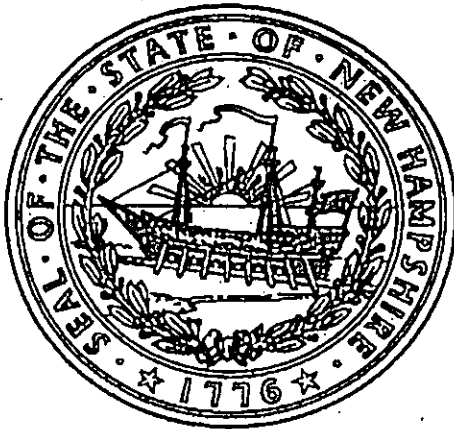
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 17, 1960. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63323

Certificate Number : 0004902617



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Philip Hastings, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Mental Health Center of Greater Manchester
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 28, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)


VOTED: That William Rider, President/Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Mental Health Center of Greater Manchester to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for **thirty (30)** days from the date of this Certificate 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: 6/5/2020



Signature of Elected Officer
Name: Phil Hastings
Title: Chairman of the Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2020

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|--|--|--|
| PRODUCER CGI Business Insurance 5 Dartmouth Drive Auburn NH 03032 | | CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866) 841-4600 FAX (A/C, No): (603) 622-4618 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com | |
| INSURED The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street Manchester NH 03103-3628 | | INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance INSURER B: Philadelphia Indemnity INSURER C: A.I.M. Mutual INSURER D: INSURER E: INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 20-21 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR YVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|---------------------|-------------------------|-------------------------|---|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability \$2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | PHPK2110552 | 04/01/2020 | 04/01/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 Sexual/Physical Abuse or \$ 1,000,000 |
| | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | PHPK2109943 | 04/01/2020 | 04/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical Payments \$ 5,000 |
| | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB715114 | 04/01/2020 | 04/01/2021 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | ECC6004000298-2019A | 09/12/2019 | 09/12/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Supplemental Names Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.
This Certificate is issue for insured operations usual to Mental Health Services.

CERTIFICATE HOLDER

CANCELLATION

DHHS
129 Pleasant Street

Concord

NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The Mental Health Center
of Greater Manchester

MISSION

To empower individuals to achieve recovery and promote personal and community wellness through an accessible, comprehensive, integrated and evidence-based system of behavioral health care.

VISION

To promote prevention recovery and wellness, and strive to be a center of excellence and sought after partner in developing and delivering state-of-the-art behavioral health treatment integrated within our community.

GUIDING VALUES AND PRINCIPLES

We treat everyone with respect, compassion and dignity.

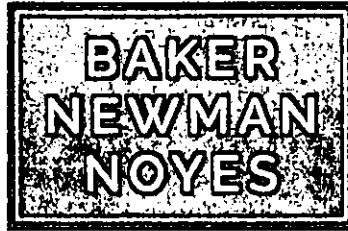
We offer hope and recovery through individualized, quality behavioral health services.

We provide evidence-based, culturally responsive and consumer, family focused care.

We support skilled staff members who work together and strive for excellence.

We pursue partnerships that promote wellness and create a healthy community.

Revised and Approved by the Board of Directors on September 25, 2018



Manchester Mental Health Foundation, Inc. and Affiliates

**Audited Consolidated Financial Statements
and Supplementary Information**

*Year Ended June 30, 2019
With Independent Auditors' Report*

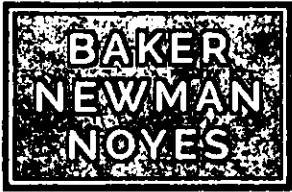
MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

June 30, 2019

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

We have audited the accompanying consolidated financial statements (collectively, the financial statements) of Manchester Mental Health Foundation, Inc. and Affiliates (the Organization), which comprise the statement of financial position as of June 30, 2019, the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2019, and the results of its operations, 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.

Emphasis of a Matter

As discussed in Note 1 to the financial statements, in 2019, the Organization adopted the provisions of Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958) - Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

Other Matter—Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Baker Newman & Noyes LLC

Manchester, New Hampshire
January 29, 2020

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

June 30, 2019

ASSETS

Current assets:

| | |
|---------------------------|----------------|
| Cash and cash equivalents | \$ 6,062,465 |
| Restricted cash | 487,518 |
| Accounts receivable, net | 1,714,057 |
| Other accounts receivable | 755,153 |
| Investments – short-term | 250,000 |
| Prepaid expenses | <u>495,780</u> |
| Total current assets | 9,764,973 |

Investments – long-term 3,826,275

Assets whose use is limited or restricted 419,492

Property and equipment, net of
accumulated depreciation 14,349,362

Total assets \$28,360,102

LIABILITIES AND NET ASSETS

| | |
|--|-------------------------|
| Current liabilities: | |
| Accounts payable | \$ 377,328 |
| Accrued payroll, vacation and other accruals | 3,740,354 |
| Deferred revenue | 157,461 |
| Accrual for estimated third-party payor settlements | 249,469 |
| Current portion of long-term debt | 230,290 |
| Amounts held for patients and other deposits | <u>21,280</u> |
| Total current liabilities | 4,776,182 |
| Extended illness leave, long term | 460,541 |
| Post-retirement benefit obligation | 68,672 |
| Long-term debt, less current maturities and unamortized debt issuance costs | <u>7,071,263</u> |
| Total liabilities | 12,376,658 |
| Net assets: | |
| Without donor restrictions | 15,563,952 |
| With donor restrictions | <u>419,492</u> |
| Total net assets | <u>15,983,444</u> |
| Total liabilities and net assets | <u>\$28,360,102</u> |

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**CONSOLIDATED STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS**

Year Ended June 30, 2019

| | <u>Without Donor Restriction</u> | <u>With Donor Restriction</u> | <u>Total</u> |
|--|--|---------------------------------------|-------------------|
| Revenues and other support: | | | |
| Program service fees, net | \$22,440,002 | \$ — | \$22,440,002 |
| Program rental income | 335,067 | — | 335,067 |
| Fees and grants from government agencies | 4,644,491 | — | 4,644,491 |
| Interest income | 105,293 | — | 105,293 |
| Other income | <u>6,732,629</u> | <u>—</u> | <u>6,732,629</u> |
| Total revenues and other support | 34,257,482 | — | 34,257,482 |
| Operating expenses: | | | |
| Program services: | | | |
| Children and adolescents | 4,885,860 | — | 4,885,860 |
| Elderly | 256,616 | — | 256,616 |
| Emergency services | 2,444,022 | — | 2,444,022 |
| Vocational services | 555,013 | — | 555,013 |
| Noneligibles | 1,445,620 | — | 1,445,620 |
| Multiservice team | 7,879,982 | — | 7,879,982 |
| ACT team | 3,808,348 | — | 3,808,348 |
| Crisis unit | 5,299,302 | — | 5,299,302 |
| Community residences and support living | 1,486,944 | — | 1,486,944 |
| HUD residences | 214,402 | — | 214,402 |
| Other | <u>1,908,952</u> | <u>—</u> | <u>1,908,952</u> |
| Total program services | 30,185,061 | — | 30,185,061 |
| Support services: | | | |
| Management and general | 3,404,710 | — | 3,404,710 |
| Operating property | 478,932 | — | 478,932 |
| Interest expense | <u>256,944</u> | <u>—</u> | <u>256,944</u> |
| Total operating expenses | <u>34,325,647</u> | <u>—</u> | <u>34,325,647</u> |
| Loss from operations | (68,165) | — | (68,165) |

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**CONSOLIDATED STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended June 30, 2019

| | <u>Without Donor Restriction</u> | <u>With Donor Restriction</u> | <u>Total</u> |
|--|--|---------------------------------------|---------------------|
| Loss from operations | \$ (68,165) | \$ — | \$ (68,165) |
| Nonoperating revenue (expenses): | | | |
| Commercial rental income | 403,191 | — | 403,191 |
| Rental property expense | (367,083) | — | (367,083) |
| Contributions | 288,525 | 6,418 | 294,943 |
| Net investment return | 207,272 | 22,404 | 229,676 |
| Dues | (4,800) | — | (4,800) |
| Donations to charitable organizations | — | (16,500) | (16,500) |
| Miscellaneous expenses | <u>(2,949)</u> | <u>—</u> | <u>(2,949)</u> |
| Nonoperating revenue, net | <u>524,156</u> | <u>12,322</u> | <u>536,478</u> |
| Excess of revenues over expenses | 455,991 | 12,322 | 468,313 |
| Reclassification of net assets with donor restrictions | <u>(67,481)</u> | <u>67,481</u> | <u>—</u> |
| Increase in net assets | 388,510 | 79,803 | 468,313 |
| Net assets at beginning of year | <u>15,175,442</u> | <u>339,689</u> | <u>15,515,131</u> |
| Net assets at end of year | <u>\$15,563,952</u> | <u>\$419,492</u> | <u>\$15,983,444</u> |

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2019

| | Mental Health | | | | | | | | | |
|-------------------------------------|---------------------|---------------------|-----------------------------|-----------------------|---------------------|----------------------------|-----------------------------|--------------------|--------------------------|--------------------|
| | Total Agency | Admin- istration | Total Center Programs | Child/ Adolescents | Elderly Services | Emer- gency Services | Voca- tional Services | Non- Eligibles | Multi Service Team | ACT Team |
| Personnel costs: | | | | | | | | | | |
| Salary and wages | \$22,131,547 | \$ 2,199,292 | \$19,896,260 | \$3,391,466 | \$ 142,196 | \$1,725,550 | \$ 313,528 | \$1,076,868 | \$5,304,872 | \$2,532,987 |
| Employee benefits | 4,878,479 | 548,608 | 4,322,012 | 842,688 | 37,992 | 325,101 | 84,182 | 110,585 | 1,200,122 | 603,992 |
| Payroll taxes | 1,652,808 | 154,794 | 1,495,260 | 257,831 | 10,764 | 127,120 | 24,055 | 81,746 | 393,563 | 187,668 |
| | <u>28,662,834</u> | <u>2,902,694</u> | <u>25,713,532</u> | <u>4,491,985</u> | <u>190,952</u> | <u>2,177,771</u> | <u>421,765</u> | <u>1,269,199</u> | <u>6,898,557</u> | <u>3,324,647</u> |
| Professional fees: | | | | | | | | | | |
| Client evaluation/services | 237,139 | 62,773 | 174,366 | (5,292) | 612 | - | 2,984 | 34,482 | 33,556 | 7,450 |
| Audit fees | 59,765 | 5,124 | 48,876 | 8,656 | 693 | 3,715 | 1,134 | 3,146 | 13,172 | 6,912 |
| Legal fees | 23,135 | 2,033 | 20,902 | 1,631 | 168 | 1,356 | 1,391 | 579 | 9,266 | 4,366 |
| Other professional fees/consultants | 124,195 | 20,412 | 64,183 | 11,109 | 1,313 | 5,901 | 1,608 | 3,727 | 14,553 | 8,400 |
| Staff development and training: | | | | | | | | | | |
| Journals and publications | 11,694 | 2,182 | 9,512 | 1,385 | 112 | 550 | 168 | 717 | 1,944 | 1,024 |
| Conferences/conventions | 86,368 | 14,140 | 72,228 | 15,273 | 439 | 3,395 | 390 | 1,313 | 15,111 | 9,657 |
| Other staff development | 180,379 | 34,678 | 145,701 | 2,621 | 413 | 8,793 | 18,549 | 1,699 | 29,857 | 23,256 |
| Occupancy costs: | | | | | | | | | | |
| Rent | 9,607 | 9,607 | - | - | - | - | - | - | - | - |
| Heating costs | 13,294 | - | 7,932 | - | - | - | - | - | - | - |
| Other utilities | 409,302 | 9,713 | 227,804 | - | 6,536 | 26,251 | 9,289 | - | 41,237 | 18,890 |
| Maintenance and repairs | 775,577 | 15,145 | 470,913 | - | 13,391 | 32,589 | 19,043 | 722 | 91,727 | 39,790 |
| Other occupancy costs | 220,740 | 54 | 38,403 | 1,995 | - | 126 | - | - | 140 | - |
| Consumable supplies: | | | | | | | | | | |
| Office | 250,594 | 52,905 | 196,414 | 22,100 | 1,168 | 6,558 | 4,477 | 13,350 | 43,608 | 11,662 |
| Building/household | 73,309 | 2,469 | 61,863 | 180 | 837 | 5,498 | 1,206 | 63 | 5,556 | 2,556 |
| Educational/training | 634,425 | -3,151 | 631,274 | 23,038 | 5,906 | 26,006 | 2,651 | 5,562 | 186,945 | 41,484 |
| Food | 102,540 | 911 | 74,018 | 318 | 2 | 170 | 142 | 7 | 116 | 37 |
| Medical | 72,948 | (15) | 72,963 | 264 | (2) | (11) | (3) | (9) | 17,173 | (20) |
| Other consumable supplies | 619,879 | 83,566 | 536,313 | 89,884 | 7,775 | 41,645 | 13,290 | 35,535 | 144,812 | 73,978 |
| Depreciation - equipment | 227,056 | 18,393 | 208,663 | 39,014 | 6,135 | 10,824 | 8,227 | 10,626 | 45,748 | 29,600 |
| Depreciation - building | 443,617 | 8,611 | 195,875 | 5,613 | 6,666 | 7,650 | 9,039 | 3,217 | 43,916 | 18,154 |
| Equipment maintenance | 26,205 | 5,006 | 21,199 | 2,849 | 168 | 912 | 506 | 1,391 | 6,144 | 2,291 |
| Advertising | 69,661 | 8,012 | 61,599 | 9,733 | 913 | 4,130 | 1,261 | 4,453 | 14,592 | 7,684 |
| Printing | 34,818 | 3,150 | 31,668 | 5,623 | 235 | 2,320 | 414 | 4,235 | 6,818 | 2,048 |
| Telephone/communication | 381,255 | 29,242 | 352,013 | 51,674 | 7,790 | 25,660 | 16,365 | 25,956 | 83,408 | 42,425 |
| Postage and shipping | 49,408 | 25,282 | 24,126 | 3,784 | 330 | 2,374 | 496 | 1,369 | 5,744 | 3,022 |
| Transportation: | | | | | | | | | | |
| Staff | 206,686 | 2,983 | 203,311 | 37,771 | 136 | 22,048 | 12,151 | 498 | 26,866 | 76,391 |
| Clients | 6,898 | - | 6,898 | - | - | 47 | - | 3 | 42 | - |
| Insurance: | | | | | | | | | | |
| Malpractice and bonding | 63,965 | 5,849 | 56,808 | 10,061 | 806 | 4,318 | 1,318 | 3,656 | 15,309 | 8,034 |
| Vehicles | 15,885 | 1,507 | 14,378 | 2,546 | 213 | 1,093 | 334 | 923 | 3,867 | 2,034 |
| Comprehensive property/liability | 123,987 | 11,367 | 108,420 | 19,202 | 1,491 | 8,241 | 2,516 | 6,988 | 29,254 | 15,332 |
| Membership dues | 44,628 | 5,412 | 34,416 | 5,146 | 449 | 2,209 | 674 | 1,862 | 7,802 | 4,110 |
| Interest expense | 256,944 | - | - | - | - | - | - | - | - | - |
| Other expenditures | 198,242 | 21,861 | 84,088 | 27,697 | 969 | 11,883 | 3,628 | 10,351 | 43,142 | 23,134 |
| Total expenditures | <u>34,716,979</u> | <u>3,368,217</u> | <u>29,970,659</u> | <u>4,885,860</u> | <u>256,616</u> | <u>2,444,022</u> | <u>555,013</u> | <u>1,445,620</u> | <u>7,879,982</u> | <u>3,808,348</u> |
| Administration allocation | - | (3,368,217) | 3,368,217 | 550,681 | 32,540 | 283,309 | 59,754 | 166,932 | 879,795 | 434,087 |
| Total expenses | <u>\$34,716,979</u> | <u>\$ -</u> | <u>\$33,338,876</u> | <u>\$5,436,541</u> | <u>\$ 289,156</u> | <u>\$2,727,331</u> | <u>\$ 614,767</u> | <u>\$1,612,552</u> | <u>\$8,759,777</u> | <u>\$4,242,435</u> |

| | Center | | | | | | | Amoskeag | | Foundation |
|-------------------------------------|--------------------|---------------------|--------------------|---------------------|--------------------|--------------------|-------------------|------------------|-------------------|------------------|
| | Crisis Unit | Community Residence | Supportive Living | Other Mental Health | Other Non-BBH | Operating Property | Rental Property | Administration | Program Related | Administration |
| Personnel costs: | | | | | | | | | | |
| Salary and wages | \$3,309,408 | \$ 297,582 | \$ 583,486 | \$ 49,033 | \$1,169,284 | \$ - | \$ - | \$ 18,840 | \$ 17,155 | \$ - |
| Employee benefits | 643,864 | 74,230 | 153,699 | 10,888 | 234,669 | - | - | 7,859 | - | - |
| Payroll taxes | 253,036 | 22,812 | 43,872 | 3,750 | 89,043 | - | - | 2,754 | - | - |
| | <u>4,206,308</u> | <u>394,624</u> | <u>781,057</u> | <u>63,671</u> | <u>1,492,996</u> | <u>-</u> | <u>-</u> | <u>29,453</u> | <u>17,155</u> | <u>-</u> |
| Professional fees: | | | | | | | | | | |
| Client evaluation/services | 85,329 | - | - | 59 | 15,186 | - | - | - | - | - |
| Audit fees | 7,020 | 594 | 1,836 | 216 | 1,782 | - | - | 5,765 | - | - |
| Legal fees | 1,299 | 110 | 340 | 67 | 329 | 113 | 87 | - | - | - |
| Other professional fees/consultants | 8,054 | 668 | 2,127 | 2,299 | 4,424 | 22,418 | 17,182 | - | - | - |
| Staff development and training: | | | | | | | | | | |
| Journals and publications | 1,300 | 88 | 844 | 32 | 1,348 | - | - | - | - | - |
| Conferences/conventions | 9,091 | 435 | 2,793 | 387 | 13,944 | - | - | - | - | - |
| Other staff development | 29,457 | 5,106 | 3,393 | 23 | 22,534 | - | - | - | - | - |
| Occupancy costs: | | | | | | | | | | |
| Rent | - | - | - | - | - | - | - | - | - | - |
| Heating costs | - | - | 7,932 | - | - | - | - | - | 5,362 | - |
| Other utilities | 76,339 | - | 43,514 | 497 | 5,251 | 91,435 | 70,081 | - | 10,269 | - |
| Maintenance and repairs | 175,929 | 137 | 84,875 | 1,168 | 11,542 | 141,964 | 108,810 | - | 38,745 | - |
| Other occupancy costs | 32,640 | - | 5,299 | - | (1,797) | 100,478 | 77,012 | - | 4,793 | - |
| Consumable supplies: | | | | | | | | | | |
| Office | 20,266 | 132 | 2,032 | 1,885 | 69,176 | - | - | 1,275 | - | - |
| Building/household | 39,189 | 12 | 5,600 | 67 | 1,099 | - | - | - | 8,977 | - |
| Educational/training | 162,077 | 219 | 5,410 | 233 | 171,743 | - | - | - | - | - |
| Food | 67,405 | 2 | 5,423 | - | 396 | - | - | - | 27,611 | - |
| Medical | 54,678 | (2) | (6) | (1) | 902 | - | - | - | - | - |
| Other consumable supplies | 78,318 | 6,206 | 19,478 | 2,257 | 23,135 | - | - | - | - | - |
| Depreciation - equipment | 36,500 | 3,608 | 11,893 | 1,022 | 5,466 | - | - | - | - | - |
| Depreciation - building | 65,409 | - | 29,730 | 6,344 | 137 | 122,496 | 93,889 | - | 22,746 | - |
| Equipment maintenance | 2,139 | 146 | 1,626 | 58 | 2,969 | - | - | - | - | - |
| Advertising | 8,030 | 660 | 2,042 | 240 | 7,861 | 28 | 22 | - | - | - |
| Printing | 4,966 | 138 | 425 | 56 | 4,390 | - | - | - | - | - |
| Telephone/communication | 60,951 | 7,629 | 19,664 | 736 | 9,755 | - | - | - | - | - |
| Postage and shipping | 4,921 | 260 | 803 | 94 | 929 | - | - | - | - | - |
| Transportation: | | | | | | | | | | |
| Staff | 6,887 | 1,922 | 3,234 | 91 | 15,316 | - | - | - | 392 | - |
| Clients | 2,131 | - | 4,675 | - | - | - | - | - | - | - |
| Insurance: | | | | | | | | | | |
| Malpractice and bonding | 8,159 | 690 | 2,134 | 251 | 2,072 | - | - | - | 1,308 | - |
| Vehicles | 2,065 | 175 | 540 | 64 | 524 | - | - | - | - | - |
| Comprehensive property/liability | 15,573 | 1,318 | 4,073 | 479 | 3,953 | - | - | - | 4,200 | - |
| Membership dues | 4,324 | 353 | 1,130 | 4,298 | 2,059 | - | - | - | - | 4,800 |
| Interest expense | - | - | - | - | - | 253,414 | - | - | 3,530 | - |
| Other expenditures | 22,548 | 1,922 | 5,876 | 691 | (67,753) | - | - | - | 72,844 | 19,449 |
| Total expenditures | <u>5,299,302</u> | <u>427,152</u> | <u>1,059,792</u> | <u>87,284</u> | <u>1,821,668</u> | <u>732,346</u> | <u>367,083</u> | <u>36,493</u> | <u>217,932</u> | <u>24,249</u> |
| Administration allocation | <u>586,940</u> | <u>50,543</u> | <u>129,618</u> | <u>9,467</u> | <u>184,551</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> | <u>-</u> |
| Total program expenses | <u>\$5,886,242</u> | <u>\$ 477,695</u> | <u>\$1,189,410</u> | <u>\$ 96,751</u> | <u>\$2,006,219</u> | <u>\$ 732,346</u> | <u>\$ 367,083</u> | <u>\$ 36,493</u> | <u>\$ 217,932</u> | <u>\$ 24,249</u> |

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF CASH FLOWS

Year Ended June 30, 2019

| | |
|---|---------------------|
| Cash flows from operating activities: | |
| Change in net assets | \$ 468,313 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | |
| Depreciation and amortization | 670,673 |
| Amortization of debt issuance costs | 10,461 |
| Restricted contributions | (6,418) |
| Net realized and unrealized gains on investments | (123,950) |
| Change in operating assets and liabilities: | |
| Accounts receivable, net | (427,944) |
| Other accounts receivable | (277,817) |
| Prepaid expenses | (100,706) |
| Accounts payable | 187,691 |
| Accrued payroll, vacation and other accruals | 489,304 |
| Deferred revenue | 111,302 |
| Accrual for estimated third-party payor settlements | 249,469 |
| Amounts held for patients and other deposits | 2,031 |
| Postretirement benefit obligation | (2,553) |
| Extended illness leave | <u>45,376</u> |
| Net cash provided by operating activities | 1,295,232 |
| Cash flows from investing activities: | |
| Purchases of property and equipment | (531,943) |
| Change in assets whose use is limited or restricted | (79,803) |
| Proceeds from sale of investments | 1,191,284 |
| Purchases of investments | <u>(1,603,190)</u> |
| Net cash used by investing activities | (1,023,652) |
| Cash flows from financing activities: | |
| Restricted contributions | 6,418 |
| Payments on long-term debt | <u>(215,438)</u> |
| Net cash used by financing activities | <u>(209,020)</u> |
| Net change in cash, restricted cash and cash equivalents | 62,560 |
| Cash, restricted cash and cash equivalents at beginning of year | <u>6,487,423</u> |
| Cash, restricted cash and cash equivalents at end of year | \$ <u>6,549,983</u> |
| Supplemental disclosures: | |
| Interest paid | \$ <u>246,483</u> |

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies

Nature of Operations

The Mental Health Center of Greater Manchester, 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 nonmental health programs. The Center is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Amoskeag Residences, Inc. (Amoskeag), a not-for-profit corporation formed through the Center, was organized to acquire real property in Manchester, New Hampshire and to operate thereon a project group home under a Section 202 direct loan of the National Housing Act. The project is regulated by the United States Department of Housing and Urban Development (HUD), and serves on average 12 chronically mentally ill individuals in New Hampshire. Amoskeag received funding under Section 8 of the National Housing Act and is subject to a housing assistance payments agreement.

In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the Foundation) became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center. The Foundation has two additional affiliates, MMH Realty Corporation (Realty) and Manchester Mental Health Ventures Corporation (Ventures), both of which are currently inactive.

In July 2017, the Center acquired commercial real estate in Manchester, New Hampshire that it previously leased a portion of. As of June 30, 2019, the Center occupies approximately 37,000 square feet of the approximately 65,000 square feet in the building. The remaining square footage is leased to unrelated third parties and the entire building is managed by an unrelated management company engaged by the Center.

Basis of Presentation and Principles of Consolidation

The consolidated financial statements (the financial statements) include the accounts of the Foundation, Center and Amoskeag, collectively referred to as the Organization. All inter-company transactions and accounts have been eliminated in consolidation.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Income Taxes

The Organization consists of not-for-profit entities as described in Section 501(c)(3) of the Internal Revenue Code, and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. The Organization believes that it has appropriate support for the income tax positions taken and to be taken, and that its accruals for tax liabilities are adequate for all open tax years based on an assessment of many factors including experience and interpretations of tax laws applied to the facts of each matter. Management evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income, has taken no significant uncertain tax positions that require disclosure in the accompanying financial statements and has no material liability for unrecognized tax benefits.

Cash and Cash Equivalents

The Organization considers cash in bank and all other highly liquid investments with an original maturity of three months or less to be cash and cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk on these accounts.

Restricted Cash

Restricted cash consists of cash received by the Organization for insurance settlement payments, resident deposits and replacement reserves as required by HUD. The cash received is recorded as restricted cash and a corresponding payable or deposit liability is recorded in the accompanying statement of financial position. The Center maintains its restricted cash in bank deposit accounts which, at times, may exceed federally insured limits. The Center has not experienced losses in such accounts and believe it is not exposed to any significant risks on these accounts.

In accordance with Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)*, cash and restricted cash are presented together in the statement of cash flows.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Accounts Receivable

Accounts receivable are recorded based on amounts billed for services provided, net of respective contractual adjustments and bad debt allowances. In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for contractual adjustments and bad debts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for contractual adjustments and doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for contractual adjustments and doubtful accounts and a corresponding provision for contractual adjustments and bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated contractual allowances and uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

During the year ended June 30, 2019, the Center maintained its estimate in the allowance for doubtful accounts at 65% of total accounts receivable. The allowance for doubtful accounts increased to \$3,236,470 as of June 30, 2019 from \$2,697,713 as of June 30, 2018. This was a result of an overall increase in accounts receivable from \$3,983,826 as of June 30, 2018 to \$4,950,527 as of June 30, 2019. The allowance reflects this increase accordingly.

Property and Equipment

Property and equipment are carried at cost if purchased or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years. Maintenance and repairs are charged to expense as incurred.

Debt Issuance Costs

Costs associated with the issuance of long-term debt are initially capitalized and amortized to interest expense over the respective life of the related obligation. The debt issuance costs are presented as a component of long-term debt.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

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.

Program Service Fees

The Center recognizes program service fee revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and insurance companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Program service fee 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 \$22,440,002, of which \$22,068,948 was revenue from third-party payors and \$371,054 was revenue from self-pay clients.

Rental Income

Rental income from operating leases leased by third parties is recognized on a straight-line basis in nonoperating income over the noncancelable term of the related leases. Recognition of rental income commences when the tenant takes control of the space. Judgment is required to determine when a tenant takes control of the space, and accordingly, when to commence the recognition of rent. The Organization's leases generally provide for minimum rent and contain renewal options.

State and Federal Grant Revenue and Expenditures

The Center receives a number of grants from, and has entered into various contracts with, the State of New Hampshire and Federal government related to providing mental health services. Revenues and expenses under state and federal grant programs are recognized as the related expenditure is incurred. Grant monies received prior to fiscal year end are recorded as deferred revenue until such time funds are expended.

Other Income

Other income predominately pertains to the portion of Medicaid capitated payments that exceed the standard fee for service reimbursement (based on a Department of Health and Human Services rate schedule) that the Center receives. Capitation is a payment methodology under which a provider receives a fixed amount per person to provide health care services to a specified population of patients during a specified time period. The Center is paid the fixed amount per person regardless of whether that person receives services or not. Other components of other income include meaningful use revenues, Medicaid directed payments, and other miscellaneous sources of income that are recognized when earned or upon receipt if the ultimate payment to be received is not estimable.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Performance Indicator

Excess of revenues over expenses is comprised of operating revenues and expenses and nonoperating revenues and expenses. For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral or incidental transactions are reported as nonoperating revenues or expenses, which include contributions, rental activities, net investment return, other nonoperating expenses, and contributions to charitable organizations.

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restrictions and reported in the statement of operations as either net assets released from restrictions for operations (for noncapital-related items) or net assets released from restrictions for property, plant and equipment (for capital-related items). Some restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity.

Except for contributions related to capital purchases, donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying financial statements.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted consist of donor-restricted funds.

Investments and Investment Income

Investments, including assets whose use is limited or restricted, are measured at fair value in the statement of financial position. Interest income on operating cash is reported within operating revenues. Net investment return on investments and assets whose use is limited or restricted (including realized and unrealized gains and losses on investments, investment fees and interest and dividends) is reported as nonoperating revenues (expenses). The Organization has elected to reflect changes in the fair value of investments and assets whose use is limited or restricted, including both increases and decreases in value whether realized or unrealized in nonoperating revenues or expenses.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Investment Return Objectives, Risk Parameters and Strategies

The Foundation has board designated and endowment assets. The Foundation has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Spending Policy for Appropriation of Assets for Expenditure

The Board of Directors of the Foundation determines the method to be used to appropriate endowment funds for expenditure. As a guideline, approximately 5% of the total value of the three year quarterly average of available funds is intended to be distributed annually. The corresponding calculated spending allocations are distributed in an annual installment from the current net total or accumulated net total investment returns for individual endowment funds. In establishing this policy, the Board of Directors considered the expected long term rate of return on its endowment.

Retirement Benefits

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employee's contributions are matched by the Center up to 5% of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$554,303 for the year ended June 30, 2019.

Extended Illness Leave Plan

The Center sponsors an unfunded extended illness leave plan for employees. Employees with at least 10 years of service are eligible to receive a lump sum payout of up to 100% of any accrued unused extended illness leave, based upon years of service at retirement. The Center incurred net postretirement health expenses totaling \$39,744 during the year ended June 30, 2019. The Center expects to make employer contributions totaling \$76,900 for the fiscal year ending June 30, 2020. Liabilities recognized are based on a third party actuarial analysis.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

The following table sets forth the change in the Center's extended illness leave plan liability during the year ended June 30, 2019:

| | |
|--|--------------------|
| Statement of financial position liability at beginning of year | \$(415,165) |
| Net actuarial loss arising during the year | (18,927) |
| Increase from current year service and interest cost | (47,474) |
| Contribution made during the year | <u>21,025</u> |
| Statement of financial position liability at end of year | <u>\$(460,541)</u> |

Postretirement Health Benefit Plan

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2007, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The weighted-average annual assumed rate of increase in per capita cost of covered benefits (i.e., health care cost trend rate) was 3.57% for the year ending June 30, 2019, and 4.00% per year for retirements that occur on or after January 1, 1997, until those retirees' monthly premium cap of \$188 is reached. The Center recognized a net postretirement health benefit totaling \$5,915 during the year ended June 30, 2019. The Center expects to make employer contributions totaling \$10,100 for the fiscal year ending June 30, 2020.

The following table sets forth the change in the Center's postretirement health benefit plan liability, as calculated by a third party actuary during the year ended June 30, 2019:

| | |
|--|-------------------|
| Statement of financial position liability at beginning of year | \$(71,225) |
| Net actuarial loss arising during the year | (7,315) |
| Increase from current year service and interest cost | (2,740) |
| Contributions made during the year | <u>12,608</u> |
| Statement of financial position liability at end of year | <u>\$(68,672)</u> |

Malpractice Loss Contingencies

The Center has an occurrence basis policy for its malpractice insurance coverage. An occurrence basis policy provides specific coverage for claims resulting from incidents that occur during the policy term, regardless of when the claims are reported to the insurance carrier. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Center. In the event a loss contingency should occur, the Center would give it appropriate recognition in its financial statements.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

Functional Expense Allocation

The costs of providing program services and other activities have been summarized on a functional basis in the consolidating statement of functional expenses. Accordingly, costs have been allocated among program services and supporting services benefitted.

Recent Accounting Pronouncements

In August 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities (Topic 958) (ASU 2016-14) – 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. ASU 2016-14 was effective for the Organization for the year ended June 30, 2019. The Organization has adjusted the presentation of these financial statements and related disclosures accordingly to comply with this new pronouncement.

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows – Restricted Cash* (ASU 2016-18), which requires that the statement of cash flows explain the change during the period in the total of cash, cash equivalents, and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the consolidated statements of cash flows. The provisions of ASU 2016-18 are effective for the Organization for the fiscal year ended June 30, 2020. The Organization adopted ASU 2016-18 during the fiscal year ended June 30, 2019 and the adoption did not have a material effect on the financial statements.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the Organization expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the Organization on July 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The Organization is evaluating the impact that ASU 2014-09 will have on its revenue recognition policies, but does not expect the new pronouncement will have a material impact on the Organization's financial statements and related disclosures.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* (ASU 2016-01). The amendments in ASU 2016-01 address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. ASU 2016-01 is effective for the Organization for the year ended June 30, 2020, with early adoption permitted. The Organization is currently evaluating the impact that ASU 2016-01 will have on the Organization's financial statements.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

1. Summary of Significant Accounting Policies (Continued)

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the Organization on July 1, 2021 with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Organization is currently evaluating the impact of the pending adoption of ASU 2016-02 on the Organization's financial statements.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for the Organization beginning July 1, 2019, with early adoption permitted. The Organization is evaluating the impact that ASU 2018-08 will have on the Organization's financial statements. Although management's analysis is not complete, the adoption of ASU 2018-08 is not expected to have a material effect on the financial statements.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through January 29, 2020 which is the date the financial statements were available to be issued.

2. Program Service Fees From Third-Party Payors

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid - The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service and case rates.

Approximately 74% of net program service fee revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2019. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

3. Accounts Receivable

Accounts receivable consists of the following at June 30, 2019:

Accounts receivable:

| | |
|---|--------------------|
| Due from clients | \$ 2,162,753 |
| Managed Medicaid | 634,786 |
| Medicaid receivable | 653,825 |
| Medicare receivable | 152,506 |
| Other insurance | <u>1,346,657</u> |
| | 4,950,527 |
| Allowance for bad debts and contractals | <u>(3,236,470)</u> |

Accounts receivable, net \$ 1,714,057

4. Investments and Assets Whose Use is Limited or Restricted

Investments and assets whose use is limited or restricted are presented in the financial statements at market value as follows at June 30, 2019:

| | |
|-------------------------------|--------------------|
| Cash and cash equivalents | \$ 58,183 |
| Certificate of deposit | 250,000 |
| Fixed income securities | 633,230 |
| Common stock and mutual funds | <u>3,554,354</u> |
| | <u>\$4,495,767</u> |

Investments

Investments, stated at fair value, are comprised of the following at June 30, 2019:

| | |
|-------------------------------|--------------------|
| Cash and cash equivalents | \$ 52,434 |
| Certificate of deposit | 250,000 |
| Fixed income securities | 570,665 |
| Common stock and mutual funds | <u>3,203,176</u> |
| | <u>\$4,076,275</u> |

Assets Whose Use is Limited or Restricted

The composition of assets whose use is limited or restricted, stated at fair value, is comprised of the following at June 30, 2019:

Donor restricted:

| | |
|-------------------------------|------------------|
| Cash and cash equivalents | \$ 5,749 |
| Fixed income securities | 62,565 |
| Common stock and mutual funds | <u>351,178</u> |
| | <u>\$419,492</u> |

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

4. Investments and Assets Whose Use is Limited or Restricted (Continued)

Interest and dividend income, investment fees and net realized and unrealized gains and losses from assets whose use is limited and investments included in nonoperating revenues and expenses are comprised of the following at June 30, 2019:

| | |
|-------------------------------|------------------|
| Interest and dividend income: | |
| Without donor restrictions | \$114,518 |
| With donor restrictions | 12,378 |
| Investment fees: | |
| Without donor restrictions | (19,105) |
| With donor restrictions | (2,065) |
| Net realized gains: | |
| Without donor restrictions | 26,182 |
| With donor restrictions | 2,830 |
| Net unrealized gains: | |
| Without donor restrictions | 85,677 |
| With donor restrictions | <u>9,261</u> |
| | <u>\$229,676</u> |

5. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value:

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the Organization for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

Level 1 - Observable inputs such as quoted prices in active markets;

Level 2 - Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3 - Unobservable inputs in which there is little or no market data.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

5. Fair Value Measurements (Continued)

Assets and liabilities measured at fair value are based on one or more of three valuation techniques. The three valuation techniques are as follows:

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;
- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and
- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at June 30, 2019.

The following is a description of the valuation methodologies used:

Certificate of Deposit and Fixed Income Securities

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency, which are primarily classified as Level 1 within the fair value hierarchy.

Mutual funds

Mutual funds are valued based on the closing net asset value of the fund as reported in the active market in which the security is traded, which generally results in classification as Level 1 within the fair value hierarchy.

Common Stock

Common stock is valued at the closing price of the fund as reported in the active market in which the security is traded, which generally results in classification as Level 1 within the fair value hierarchy.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

5. Fair Value Measurements (Continued)

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 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.

| <u>Description</u> | <u>Level 1</u> | <u>Level 2</u> | <u>Level 3</u> | <u>Total</u> |
|--|--------------------|----------------|----------------|--------------------|
| Cash and cash equivalents | \$ 58,183 | \$ — | \$ — | \$ 58,183 |
| Certificate of deposit | 250,000 | — | — | 250,000 |
| Common stock: | | | | |
| Large cap value | 10,307 | — | — | 10,307 |
| Fixed income: | | | | |
| Corporate bonds | 633,230 | — | — | 633,230 |
| Mutual funds: | | | | |
| Bank loans | 123,986 | — | — | 123,986 |
| Emerging markets bond | 70,234 | — | — | 70,234 |
| Foreign large cap equity | 480,412 | — | — | 480,412 |
| Intermediate term bond | 113,025 | — | — | 113,025 |
| Large cap blended equity | 1,858,273 | — | — | 1,858,273 |
| Mortgage backed security | 156,593 | — | — | 156,593 |
| Sector | 302,823 | — | — | 302,823 |
| Short-term bond | 66,667 | — | — | 66,667 |
| Small cap foreign/emerging market equity | 168,556 | — | — | 168,556 |
| Strategic income | 132,713 | — | — | 132,713 |
| Tactical | <u>70,765</u> | <u>—</u> | <u>—</u> | <u>70,765</u> |
| | <u>\$4,495,767</u> | <u>\$ —</u> | <u>\$ —</u> | <u>\$4,495,767</u> |

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

6. Property and Equipment

Property and equipment consisted of the following at June 30, 2019:

Operating properties:

| | |
|-------------------------------|--------------------|
| Land | \$ 1,835,152 |
| Buildings and improvements | 12,658,142 |
| Furniture and equipment | <u>2,490,922</u> |
| | 16,984,216 |
| Less accumulated depreciation | <u>(6,646,311)</u> |
| | 10,337,905 |

Commercial rental properties:

| | |
|-------------------------------|------------------|
| Land | 315,876 |
| Buildings and improvements | <u>3,874,524</u> |
| | 4,190,400 |
| Less accumulated depreciation | <u>(178,943)</u> |
| | <u>4,011,457</u> |

\$14,349,362

Depreciation expense for the year ended June 30, 2019 was \$670,673 of which \$576,784 is reflected in operations and \$93,889 is reflected in nonoperating activity related to rental properties.

7. Deferred Revenue

Deferred revenue consisted of the following at June 30, 2019:

| | |
|--------------------------------------|------------------|
| Cenpatico cap adjustment | \$ 80,237 |
| Granite State UW BMBF Youth grant | 25,000 |
| Miscellaneous deferred revenue | 24,496 |
| Pearl Manor Seniors Initiative Grant | <u>27,728</u> |
| | <u>\$157,461</u> |

8. Line of Credit

As of June 30, 2019, the Center had available a line of credit with a bank providing for maximum borrowings of \$2,500,000. The line is secured by all business assets of the Center and was not utilized as of June 30, 2019. These funds are available with interest charged at TD Bank, N.A. Base Rate (5.5% as of June 30, 2019). The line of credit is due on demand and is set to expire on February 29, 2020.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

9. Long-Term Debt

Long-term debt consisted of the following at June 30, 2019:

| | |
|---|--------------------|
| Bond payable to a bank, due July 2027, with interest only payments at 3.06% through November 2025. Fixed principal payments commence December 2025. Secured by specific real estate | \$5,760,000 |
| Note payable to a bank, due December 2025, monthly principal and interest payments of \$22,937 at a 4.4% interest rate. Secured by specific real estate | 1,545,852 |
| Note payable to a bank, due July 2020, monthly principal and interest payments of \$1,231 at a 4.03% interest rate. Secured by specific real estate | <u>80,260</u> |
| | 7,386,112 |
| Less current portion | (230,290) |
| Less unamortized debt issuance costs | <u>(84,559)</u> |
| | <u>\$7,071,263</u> |

In connection with the line of credit, note payable and bond payable agreements, the Center is required to comply with certain restrictive financial covenants including, but not limited to, debt service coverage and days cash on hand ratios. At June 30, 2019, the Organization was in compliance with these restrictive covenants.

Aggregate principal payments on long-term debt, due within the next five years and thereafter are as follows:

| | |
|----------------------|--------------------|
| Year ending June 30: | |
| 2020 | \$ 230,290 |
| 2021 | 294,114 |
| 2022 | 232,716 |
| 2023 | 240,033 |
| 2024 | 247,419 |
| Thereafter | <u>6,141,540</u> |
| | <u>\$7,386,112</u> |

Interest expense for the year ending June 30, 2019 was \$256,944. In accordance with ASU 2015-03, the amortization of debt issuance costs of \$10,461 is reflected in interest expense. The remaining balance of \$246,483 is interest related to the above debt for the year ended June 30, 2019.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

10. Lease Obligations

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under noncancelable operating leases with terms of one year or more as of June 30, 2019 are as follows:

| | |
|------|------------------|
| 2020 | \$ 91,145 |
| 2021 | 86,950 |
| 2022 | 52,430 |
| 2023 | <u>13,300</u> |
| | <u>\$243,825</u> |

Rent expense incurred by the Center was \$92,697 for the year ended June 30, 2019.

11. Leases in Financial Statements of Lessors

In July 2017, the Center acquired an office building it previously partially leased located at 2 Wall Street in Manchester, New Hampshire. The Center leases the real estate it does not occupy to nonrelated third parties. Aggregate future minimum lease payments to be received from tenants under noncancelable operating leases with terms of one year or more as of June 30, 2019 are as follows:

| | |
|------------|--------------------|
| 2020 | \$ 390,142 |
| 2021 | 250,046 |
| 2022 | 131,756 |
| 2023 | 135,314 |
| 2024 | 138,448 |
| Thereafter | <u>36,547</u> |
| | <u>\$1,082,253</u> |

Rental revenue related to these noncancelable operating leases was \$403,191 for the year ended June 30, 2019.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

12. Concentrations of Credit Risk

The Foundation held investments with LPL Financial totaling \$4,245,767 as of June 30, 2019. Of this amount \$3,745,767 is in excess of SIPC coverage of \$500,000 and is uninsured.

The Center grants credit without collateral to its clients, most 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 | 44% |
| Managed Medicaid | 13 |
| Medicaid receivable | 13 |
| Medicare receivable | 3 |
| Other insurance | <u>27</u> |
| | <u>100%</u> |

13. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30, 2019:

Purpose restriction:

| | |
|---|-----------|
| Educational scholarships and program related activities | \$187,195 |
|---|-----------|

Perpetual in nature:

| | |
|--|----------------|
| Investments to be held in perpetuity, the income from which is restricted to support educational scholarships and program related activities | <u>232,297</u> |
|--|----------------|

\$419,492

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Year Ended June 30, 2019

14. Liquidity and Availability

Financial assets available for general expenditure within one year of the statement of financial position date, consist of the following at June 30, 2019:

Financial assets at year end:

| | |
|---------------------------|------------------|
| Cash and cash equivalents | \$ 6,062,465 |
| Accounts receivable | 1,714,057 |
| Other receivables | 755,153 |
| Investments | <u>4,076,275</u> |

Financial assets available to meet general
expenditures within one year

\$12,607,950

The Foundation receives contributions restricted by donors, and considers contributions restricted for programs which are ongoing, major and central to its annual operations to be available to meet cash needs for general expenditures.

Supplementary Information

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2019

ASSETS

| | <u>Center</u> | <u>Foundation</u> | <u>Amoskeag</u> | <u>Elimi- nations</u> | <u>Total</u> |
|--|-------------------------|------------------------|----------------------|---------------------------|-------------------------|
| Current assets: | | | | | |
| Cash and cash equivalents | \$ 5,906,396 | \$ 29,418 | \$126,651 | \$ — | \$ 6,062,465 |
| Restricted cash | 454,345 | — | 33,173 | — | 487,518 |
| Accounts receivable, net | 1,714,057 | — | — | — | 1,714,057 |
| Other accounts receivable | 757,632 | — | (2,479) | — | 755,153 |
| Due from affiliate | 210,400 | — | — | (210,400) | — |
| Investments – short-term | 250,000 | — | — | — | 250,000 |
| Prepaid expenses | <u>495,089</u> | <u>—</u> | <u>691</u> | <u>—</u> | <u>495,780</u> |
| Total current assets | 9,787,919 | 29,418 | 158,036 | (210,400) | 9,764,973 |
| Investments – long-term | — | 3,826,275 | — | — | 3,826,275 |
| Assets whose use is limited or restricted | — | 419,492 | — | — | 419,492 |
| Property and equipment, net of accumulated depreciation | 14,199,392 | — | 149,970 | — | 14,349,362 |
| Total assets | <u>\$23,987,311</u> | <u>\$4,275,185</u> | <u>\$308,006</u> | <u>\$(210,400)</u> | <u>\$28,360,102</u> |

LIABILITIES AND NET ASSETS

| | <u>Center</u> | <u>Foundation</u> | <u>Amoskeag</u> | <u>Elimi- nations</u> | <u>Total</u> |
|--|---------------------|--------------------|------------------|---------------------------|---------------------|
| Current liabilities: | | | | | |
| Accounts payable | \$ 375,033 | \$ — | \$ 2,295 | \$ — | \$ 377,328 |
| Accrued payroll, vacation and other accruals | 3,739,644 | 710 | — | — | 3,740,354 |
| Deferred revenue | 157,461 | — | — | — | 157,461 |
| Accrual for estimated third-party payor settlements | 249,469 | — | — | — | 249,469 |
| Due to affiliate | — | 203,767 | 6,633 | (210,400) | — |
| Current portion of long-term debt | 218,525 | — | 11,765 | — | 230,290 |
| Amounts held for patients and other deposits | <u>18,665</u> | <u>—</u> | <u>2,615</u> | <u>—</u> | <u>21,280</u> |
| Total current liabilities | 4,758,797 | 204,477 | 23,308 | (210,400) | 4,776,182 |
| Extended illness leave, long term | 460,541 | — | — | — | 460,541 |
| Post-retirement benefit obligation | 68,672 | — | — | — | 68,672 |
| Long-term debt, less current maturities and unamortized debt issuance costs | <u>7,002,768</u> | <u>—</u> | <u>68,495</u> | <u>—</u> | <u>7,071,263</u> |
| Total liabilities | 12,290,778 | 204,477 | 91,803 | (210,400) | 12,376,658 |
| Net assets: | | | | | |
| Without donor restrictions | 11,696,533 | 3,651,216 | 216,203 | — | 15,563,952 |
| With donor restrictions | <u>—</u> | <u>419,492</u> | <u>—</u> | <u>—</u> | <u>419,492</u> |
| Total net assets | <u>11,696,533</u> | <u>4,070,708</u> | <u>216,203</u> | <u>—</u> | <u>15,983,444</u> |
| Total liabilities and net assets | <u>\$23,987,311</u> | <u>\$4,275,185</u> | <u>\$308,006</u> | <u>\$(210,400)</u> | <u>\$28,360,102</u> |

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS**

Year Ended June 30, 2019

| | <u>Center</u> <u>Without</u> <u>Donor</u> <u>Restriction</u> | <u>Foundation</u> <u>Without</u> <u>Donor</u> <u>Restriction</u> | <u>With</u> <u>Donor</u> <u>Restriction</u> | <u>Amoskeag</u> <u>Without</u> <u>Donor</u> <u>Restriction</u> | <u>Total</u> |
|---|---|---|---|---|-------------------|
| Revenues and other support: | | | | | |
| Program service fees, net | \$22,440,002 | \$ — | \$ — | \$ — | \$22,440,002 |
| Program rental income | 131,429 | — | — | 203,638 | 335,067 |
| Fees and grants from government agencies | 4,644,491 | — | — | — | 4,644,491 |
| Interest income | 105,293 | — | — | — | 105,293 |
| Other income | <u>6,732,558</u> | <u>—</u> | <u>—</u> | <u>71</u> | <u>6,732,629</u> |
| Total revenues and other support | 34,053,773 | — | — | 203,709 | 34,257,482 |
| Operating expenses: | | | | | |
| Program services: | | | | | |
| Children and adolescents | 4,885,860 | — | — | — | 4,885,860 |
| Elderly | 256,616 | — | — | — | 256,616 |
| Emergency services | 2,444,022 | — | — | — | 2,444,022 |
| Vocational services | 555,013 | — | — | — | 555,013 |
| Noneligibles | 1,445,620 | — | — | — | 1,445,620 |
| Multiservice team | 7,879,982 | — | — | — | 7,879,982 |
| ACT team | 3,808,348 | — | — | — | 3,808,348 |
| Crisis unit | 5,299,302 | — | — | — | 5,299,302 |
| Community residences and support living | 1,486,944 | — | — | — | 1,486,944 |
| HUD residences | — | — | — | 214,402 | 214,402 |
| Other | <u>1,908,952</u> | <u>—</u> | <u>—</u> | <u>—</u> | <u>1,908,952</u> |
| Total program services | 29,970,659 | — | — | 214,402 | 30,185,061 |
| Support services: | | | | | |
| Management and general | 3,368,217 | — | — | 36,493 | 3,404,710 |
| Operating property | 478,932 | — | — | — | 478,932 |
| Interest expense | <u>253,414</u> | <u>—</u> | <u>—</u> | <u>3,530</u> | <u>256,944</u> |
| Total operating expenses | <u>34,071,222</u> | <u>—</u> | <u>—</u> | <u>254,425</u> | <u>34,325,647</u> |
| Loss from operations | (17,449) | — | — | (50,716) | (68,165) |

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended June 30, 2019

| | <u>Center</u> <u>Without</u> <u>Donor</u> <u>Restriction</u> | <u>Foundation</u> <u>Without</u> <u>Donor</u> <u>Restriction</u> | <u>With</u> <u>Donor</u> <u>Restriction</u> | <u>Amoskeag</u> <u>Without</u> <u>Donor</u> <u>Restriction</u> | <u>Total</u> |
|---|---|---|---|---|---------------------|
| Loss from operations | \$ (17,449) | \$ — | \$ — | \$ (50,716) | \$ (68,165) |
| Nonoperating revenue (expenses): | | | | | |
| Rental income | 403,191 | — | — | — | 403,191 |
| Rental property expense | (367,083) | — | — | — | (367,083) |
| Contributions | 273,353 | 15,172 | 6,418 | — | 294,943 |
| Net investment return | — | 207,272 | 22,404 | — | 229,676 |
| Dues | — | (4,800) | — | — | (4,800) |
| Donations to charitable organizations | — | — | (16,500) | — | (16,500) |
| Miscellaneous expenses | — | (2,949) | — | — | (2,949) |
| Nonoperating revenue, net | <u>309,461</u> | <u>214,695</u> | <u>12,322</u> | <u>—</u> | <u>536,478</u> |
| Excess (deficiency) of revenues over expenses | 292,012 | 214,695 | 12,322 | (50,716) | 468,313 |
| Net transfer from (to) affiliate | 83,907 | (83,907) | — | — | — |
| Reclassification of net assets with donor restrictions | <u>—</u> | <u>(67,481)</u> | <u>67,481</u> | <u>—</u> | <u>—</u> |
| Increase (decrease) in net assets | 375,919 | 63,307 | 79,803 | (50,716) | 468,313 |
| Net assets at beginning of year | <u>11,320,614</u> | <u>3,587,909</u> | <u>339,689</u> | <u>266,919</u> | <u>15,515,131</u> |
| Net assets at end of year | <u>\$11,696,533</u> | <u>\$3,651,216</u> | <u>\$419,492</u> | <u>\$216,203</u> | <u>\$15,983,444</u> |

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF ACCOUNTS RECEIVABLE

For the Year Ended June 30, 2019

| | <u>Accounts Receivable Beginning of Year</u> | <u>Gross Fees</u> | <u>Contractual Allowances and Discounts</u> | <u>Bad Debts and Other Charges</u> | <u>Transfers and Reclassifications*</u> | <u>Cash Receipts**</u> | <u>Accounts Receivable End of Year</u> |
|---------------------------------------|--|-----------------------|---|--|---|----------------------------|--|
| Client fees | \$ 1,842,016 | \$ 5,102,915 | \$ (4,385,089) | \$ 2,936 | \$ 212,429 | \$ (612,454) | \$ 2,162,753 |
| Managed Medicaid | 305,365 | 23,824,152 | (9,071,742) | (838,660) | 554,172 | (14,138,501) | 634,786 |
| Medicaid receivable | 517,135 | 5,132,964 | (2,414,625) | — | 393,911 | (2,975,560) | 653,825 |
| Medicare receivable | 205,506 | 1,840,818 | (662,959) | — | (373,731) | (857,128) | 152,506 |
| Other insurance | <u>1,113,804</u> | <u>6,937,913</u> | <u>(2,490,073)</u> | <u>209</u> | <u>(1,036,250)</u> | <u>(3,178,946)</u> | <u>1,346,657</u> |
| | 3,983,826 | 42,838,762 | (19,024,488) | (835,515) | (249,469) | (21,762,589) | 4,950,527 |
| Reserve for bad debts and contractals | <u>(2,697,713)</u> | <u>—</u> | <u>—</u> | <u>(538,757)</u> | <u>—</u> | <u>—</u> | <u>(3,236,470)</u> |
| Accounts receivable, net | <u>\$ 1,286,113</u> | <u>\$42,838,762</u> | <u>\$ (19,024,488)</u> | <u>\$ (1,374,272)</u> | <u>\$ (249,469)</u> | <u>\$ (21,762,589)</u> | <u>\$ 1,714,057</u> |

* Transfers and reclassifications do not net to zero due to transfers from accounts receivable to accrual for estimated third-party payor settlements on the accompanying balance sheet.

** Excludes certain Medicaid capitation payments that exceed the standard fee for service reimbursement.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2019

| | BBH Receivable Beginning <u>of Year</u> | BBH Revenues Per Audited Financial <u>Statements</u> | Receipts <u>for Year</u> | BBH Receivable End <u>of Year</u> |
|------------------------------|--|--|-----------------------------|--|
| Contract year, June 30, 2019 | <u>\$162,885</u> | <u>\$3,038,801</u> | <u>\$(2,949,613)</u> | <u>\$252,073</u> |

Amount

Analysis of receipts:

Date of receipt/deposit:

| | |
|--------------------|--------------------|
| July 16, 2018 | \$ 161,207 |
| July 20, 2018 | 885 |
| September 12, 2018 | 251,187 |
| October 30, 2018 | 278,166 |
| November 1, 2018 | 224,210 |
| November 29, 2018 | 251,622 |
| January 24, 2019 | 1,770 |
| February 8, 2019 | 516,374 |
| March 4, 2019 | 5,000 |
| April 8, 2019 | 502,374 |
| April 19, 2019 | 139,969 |
| April 22, 2019 | 112,104 |
| May 28, 2019 | 1,839 |
| May 30, 2019 | 251,188 |
| June 26, 2019 | <u>251,718</u> |
| | <u>\$2,949,613</u> |

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2019

| | <u>Mental Health</u> | | | | | | | |
|---|-------------------------|-----------------------------|--------------------------------------|--------------------------------------|-----------------------------|-------------------------------|--------------------------------|---------------------------|
| | <u>Total Agency</u> | <u>Admini- stration</u> | <u>Total Center Programs</u> | <u>Child and Adolescents</u> | <u>Elderly Services</u> | <u>Emergency Services</u> | <u>Vocational Services</u> | <u>Non- Eligibles</u> |
| Program service fees: | | | | | | | | |
| Net client fees | \$ 371,054 | \$ - | \$ 371,054 | \$ 57,629 | \$ (30,131) | \$ 74,775 | \$ 10,467 | \$ (33,806) |
| HMO's | 1,537,915 | - | 1,537,915 | 291,142 | 26,245 | 281,882 | - | 333,349 |
| Blue Cross/Blue Shield | 2,111,774 | - | 2,111,774 | 303,611 | 62,836 | 344,591 | - | 395,569 |
| Medicaid | 16,632,486 | - | 16,632,486 | 5,720,539 | 311,395 | 488,409 | 257,662 | 285,511 |
| Medicare | 1,190,836 | - | 1,190,836 | 750 | 194,785 | 8,238 | 1 | 139,715 |
| Other insurance | 597,002 | - | 597,002 | 94,147 | 16,599 | 119,631 | 6,023 | 92,977 |
| Other program fees | <u>(1,065)</u> | <u>-</u> | <u>(1,065)</u> | <u>(137)</u> | <u>(1,498)</u> | <u>(3,716)</u> | <u>-</u> | <u>(1,025)</u> |
| | 22,440,002 | - | 22,440,002 | 6,467,681 | 580,231 | 1,313,810 | 274,153 | 1,212,290 |
| Local and county government: | | | | | | | | |
| Division for Children, youth and families | 3,540 | - | 3,540 | 3,540 | - | - | - | - |
| Federal funding path | 40,121 | - | 40,121 | - | - | 40,121 | - | - |
| Rental income | 335,067 | - | 335,067 | - | - | - | - | - |
| Interest income | 105,293 | - | 105,293 | - | - | - | - | - |
| BBH: | | | | | | | | |
| Bureau of Behavioral Health | 3,038,801 | - | 3,038,801 | 2,804 | - | 440,882 | - | - |
| Other | 1,079,642 | - | 1,079,642 | - | - | - | - | - |
| Other revenues | <u>7,215,016</u> | <u>46,315</u> | <u>7,168,701</u> | <u>2,056,937</u> | <u>69,266</u> | <u>1,100,213</u> | <u>177,174</u> | <u>44,618</u> |
| | <u>11,817,480</u> | <u>46,315</u> | <u>11,771,165</u> | <u>2,063,281</u> | <u>69,266</u> | <u>1,581,216</u> | <u>177,174</u> | <u>44,618</u> |
| Total program revenues | <u>\$34,257,482</u> | <u>\$ 46,315</u> | <u>\$34,211,167</u> | <u>\$ 8,530,962</u> | <u>\$ 649,497</u> | <u>\$ 2,895,026</u> | <u>\$ 451,327</u> | <u>\$ 1,256,908</u> |

| | <u>Center</u> | | | | | | | |
|--|-----------------------------------|---------------------|------------------------|--------------------------------|------------------------------|------------------------------------|--------------------------|-------------------|
| | <u>Multi Service Team</u> | <u>ACT Team</u> | <u>Crisis Unit</u> | <u>Community Residence</u> | <u>Supportive Living</u> | <u>Other Mental Health</u> | <u>Other Non-BBH</u> | <u>Amoskeag</u> |
| Program service fees: | | | | | | | | |
| Net client fees | \$ (119,964) | \$ 61,199 | \$ 245,926 | \$ 29,012 | \$ 24,383 | \$ - | \$ 51,564 | \$ - |
| HMO's | 298,487 | 18,683 | 288,120 | - | - | - | 7 | - |
| Blue Cross/Blue Shield | 495,257 | 56,949 | 452,948 | - | - | - | 13 | - |
| Medicaid | 5,034,904 | 2,051,593 | 1,529,058 | 478,813 | 441,634 | 1,451 | 31,517 | - |
| Medicare | 756,733 | 86,908 | 3,703 | 2 | - | - | 1 | - |
| Other insurance | 103,260 | 72,975 | 47,897 | - | 2,512 | - | 40,981 | - |
| Other program fees | (982) | (139) | (3,022) | - | (43) | - | 9,497 | - |
| | 6,567,695 | 2,348,168 | 2,564,630 | 507,827 | 468,486 | 1,451 | 133,580 | - |
| Local and county government: | | | | | | | | |
| Division for Children, youth and families | - | - | - | - | - | - | - | - |
| Federal funding path | - | - | - | - | - | - | - | - |
| Rental income | - | - | 2,303 | - | 123,675 | - | 5,451 | 203,638 |
| Interest income | - | - | - | - | - | - | 105,293 | - |
| BBH: | | | | | | | | |
| Bureau of Behavioral Health | - | 1,591,509 | 940,606 | - | - | 63,000 | - | - |
| Other | - | - | 1,079,642 | - | - | - | - | - |
| Other revenues | <u>1,489,720</u> | <u>-</u> | <u>416,861</u> | <u>39,393</u> | <u>317,525</u> | <u>1,112</u> | <u>1,455,811</u> | <u>71</u> |
| | <u>1,489,720</u> | <u>1,591,509</u> | <u>2,439,412</u> | <u>39,393</u> | <u>441,200</u> | <u>64,112</u> | <u>1,566,555</u> | <u>203,709</u> |
| Total program revenues | <u>\$ 8,057,415</u> | <u>\$ 3,939,677</u> | <u>\$ 5,004,042</u> | <u>\$ 547,220</u> | <u>\$ 909,686</u> | <u>\$ 65,563</u> | <u>\$ 1,700,135</u> | <u>\$ 203,709</u> |

**MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.**

**BOARD OF DIRECTORS
2019 – 2020**

Philip Hastings, Chair, IT Consultant
Term 6 yrs. 10/2015-9/2021

Kevin Sheppard, Vice Chair, Director, Manchester Public Works
Term 6 yrs. 10/2016-9/2022

Brent Kiley, Treasurer, Managing Director, Rise Private Wealth Management
Term 6 yrs. 10/2017-9/2023

Lizabeth MacDonald, Secretary, Principal, Weston Elementary School
Term 6 yrs. 4/2016-9/2022

Allen Aldenberg, Captain, Manchester Police Dept.
Term 6 yrs. 1/2019-9/2024

Mark Burns, Senior Sales Executive, Wieczorek Insurance
Term 6 yrs. 10/2019-9/2025

Ronald Caron, Attorney, Devine, Millimet Law Firm
Term 6 yrs. 10/2019-9/2025

Jeff Eisenberg, President, EVR Advertising
Term 6 yrs. 10/2018-9/2024

Desneiges French, Senior Accountant, Wipfli, LLP
Term 6 yrs. 10/2019-9/2025

David Harrington, Granite State Credit Union
Term 6 yrs. 10/2017-9/2023

Jaime Hoebeke, Division Head, Manchester Health Dept.
Term 6 yrs. 10/2015-10/2021

Tina Legere, VP of Operations, Catholic Medical Center
Term 6 yrs. 10/2018-9/2024

Christina Mellor, Interior Designer, Lavalley Brensinger Architects
Term 6 yrs. 10/2015-9/2021

Michael Reed, President, Stebbins Commercial Properties, LLC
Term 6 yrs. 10/2019-9/2025

Theresa Ryan, President, Pater Real Estate Management Co., Inc.
Term 6 yrs. 10/2014-9/2020

Ron Schneebaum, MD, Dartmouth Hitchcock
Term 6 yrs. 10/2018-9/2024

Andrew Seward, Chief Information Security Officer, Solution Health System
Term 6 yrs. 10/2016-9/2022

MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

BOARD OF DIRECTORS
2019 – 2020

Richard Shannon, Deacon, Director of Pastoral Care, Bishop Peterson Residence
Term 6 yrs. 10/2016-9/2022

William Stone, President and CEO, Primary Bank
Term 6 yrs. 5/2020-9/2026

Shannon Sullivan, Consolidated Communications
Term 6 yrs. 10/2014-9/2020

Bianca M. Ciuffredo

EDUCATION

Master of Arts, Mental Health Counseling, May 2017

Rivier University, Nashua, NH GPA: 4.0

Course Highlights: Advanced Perspectives on Cultural Diversity, Counseling Theory, Techniques of Counseling, Addictive Behaviors, Advanced Group Counseling, Advanced Psychology of Human Development, Fundamentals of Research, Positive Psychology

Bachelor of Arts, Cum Laude, Psychology, May 2012

Saint Anselm College, Manchester, NH

Honors: Featured in *Rivier Today* Magazine (Fall, 2015 ed.), Recipient of the Mental Health Center of Greater Manchester President's Circle Award, Member of Psi Chi (National Honor Society in Psychology), Member of Pi Gamma Mu Honor Society in Social Sciences, Recipient of the Judy Meelia Award for Community Service, Recipient of the Saint Anselm College Senior Scholar-Athlete of the Year Award, Recipient of the New Hampshire IDeA Network of Biomedical Research Excellence (NH-INBRE) Grant.

Skills: CPR, First Aid, Crisis Prevention Intervention (CPI), Illness Management and Recovery (IMR), Behavioral Family Therapy (BFT), Motivational Interviewing (MI), Stages of Change, LEAP, Electronic Medical Billing, American Psychological Association (APA) Formatting, Microsoft Word, PowerPoint, Excel; Database Research

EXPERIENCE

ACT Clinician, Mental Health Center of Greater Manchester (MHCGM), Manchester, NH

May 2017- Present

Assertive Community Treatment, specializing in the treatment of clients with co-occurring disorders. Credentialed through two local emergency rooms for emergency evaluation of team clients for continuity of care. Well-versed in crisis intervention, emergency assessment, case management, client advocacy, and working as part of a treatment team. Mental Health Counselor License eligible and continuing to receive clinical supervision. Passed the NCMHC Exam.

Intern, Clinical Case Manager, MHCGM, Manchester, NH

May 2016-May 2017

The central component of a final Seminar in Clinical Mental Health Counseling at Rivier University. Entails carrying a caseload of 10+ individual clients; assessing for needs and linking clients to community resources, integrating therapeutic interventions within session, working as a member of an interdisciplinary team, completing thorough clinical documentation, and receiving weekly supervision from a licensed clinical mental health counselor.

InSHAPE Health Mentor, MHCGM, Manchester, NH

January 2016-May 2016

Working with clients diagnosed with mental illness to set health and wellness goals, using skills obtained as both a certified personal trainer and a mental health worker; integrating knowledge of several populations to develop short and long term goals throughout the recovery process; developing partnerships to promote health and wellness within our community and beyond.

Residential Specialist, MHCGM, Manchester, NH

January 7 2013-January 2016 and May 2016-April 2017

Providing support for clients diagnosed with severe and persistent mental illness (SPMI) in a group home setting; applying Evidence Based Practices to monitor and assist with symptoms; supervising activities of daily living; coordinating emergency responses as needed; working as a member of an interdisciplinary team; teaching independent living skills; coordinating therapeutic recreation events.

Student, Continuous Treatment Team Pre-Practicum, MHCGM, Manchester, NH

May 2013-August 2013

Observational study with an Assertive Community Support (ACT) team member who works with dually diagnosed clients; obtaining experience in the case-management of clients in community mental health setting; a minimum of fifty hours of observation completed.

Research Assistant, Saint Anselm College Psychology Department, Manchester, NH

May 2011-August 2012

Participated in grant-funded research; trained in visual psychophysics, blood drawing procedures, and using the Cholestech LDX system; maintained mental fortitude, attention to detail, and frequent contact with academic advisors; completed Senior Research Project through work in this lab, which included a detailed, APA style report and multiple presentations.

LEADERSHIP ACTIVITIES

Group Counselor, SMART goals recovery group, MHCGM, Manchester, NH

September 2018- Present

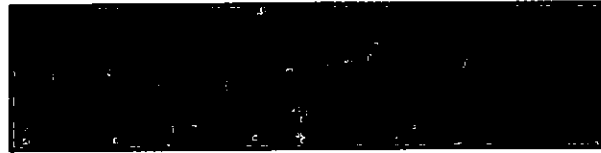
Co-facilitator of a newly formed group, focusing on setting a SMART goal for the day and utilizing mindfulness. Comprised of clients from Community Support Services and co-facilitated by a Peer Mentor.

Captain, Saint Anselm College Varsity Cross Country Team, Manchester, NH

August 2008-November 2011

Trained from 50-65 miles per week for participation in 5K races. Incorporated taking initiative, teamwork, dedication, and hard work with maintenance of independent training. As captain (2009-2011), lead through example and instruction, organizing out-of-practice activities, providing motivation in the off-season, working with other captains and coaches to adapt to new and old team members by appealing to both their desire for achievement and their love for the sport.

Taunya L. Jarzyniecki, M.Ed., LCMHC, MLADC



EMPLOYMENT

The Mental Health Center of Greater Manchester
Coordinator, Clinical Case Management Team

Manchester, NH

July 2018 – Present

Responsible for a segment (1 or 2 programs) within the division service. Supervises direct care staff. Primary focus on internal programs with the duty to promote intra and inter departmental functioning. May be requested to take part in consultations, education activities, speakers bureau, presentations, supervision of employees toward licensure, and will be expected to take part in Quality Improvement activities

Mobile Crisis Response Team

December 2016 – Present

Working with a team of professionals – including first responders, healthcare providers, and community-based agencies – to stabilize a psychiatric crisis situation, stabilize substance abuse crisis, avoid hospitalization and/or incarceration, and initiate immediate community-based treatment. This is a fast paced, dynamic position that requires flexibility, multi-tasking and strong crisis management skills. The position requires a master's degree in human services or related field; minimum of one year in a mental health treatment environment; and availability for night, weekend, and non-traditional hours.

Court Liaison

November 2016 – July 2018

Provide coordination and case management services to individuals involved in the criminal justice system. Provide comprehensive psycho-social evaluations, diagnosis and appropriate disposition of client. Coordinated with the courts, attorneys and local jail to engage individuals and provide services for those involved in the criminal justice system. Participate in consultations, educational activities, presentations and clinical supervision of employees towards licensure

Child and Adolescent Therapist

October 2011 – November 2016

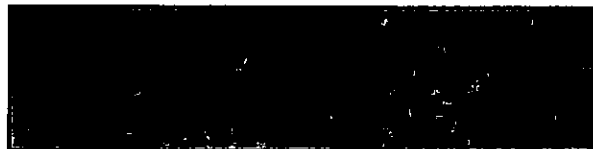
Provide psychiatric care to chronically and severely mentally ill clients both in the home and in the office. Utilized a family based approach to assist parents with skills to manage behaviors. Utilize evidence based practices to assist clients in managing symptoms. Participate in consultation with schools and other community based services as needed. Provide clinical supervision of employees towards licensure.

Emergency Services Clinician

August 2004 – Present

Provide a multi-source biopsychosocial crisis assessment on all patients seen in ES offices and at the Catholic Medical Center Emergency room; Establish therapeutic relationship with clients in crisis; provided short term counseling for clients in crisis; coordinate entry to alternative levels of care; assist Center staff with crisis as they arise in their case loads; appropriately document all ES contacts; secure placement for clients that require hospital level of care or commitment; attend court proceedings for commitments as required.

Taunya L. Jarzyniecki, M.Ed., LCMHC



Fee For Service Clinician at Bedford Counseling Associates November 2007-November 2016
Conduct pre-operative psychiatric assessments for clients seeking Bariatric surgery. Make necessary recommendations for follow-up treatment if needed. Review with clients the risks, benefits and possible side effects that can result with Bariatric surgery.

Riverside Community Care – Emergency Services

Norwood, MA

Emergency Services Clinician

July 2002 -- August 2004

Provided telephone screening and triage to consumers calling the emergency services hotline; provided face to face evaluations of consumers in crisis; collaborated with family, providers, and insurers during and in support of the evaluations process; located and secured appropriate placement or services for emergency services consumers; provided clinical support to staff; provided ongoing support and evaluation of CSU consumers; appropriately documented all encounters using RES protocols.

South Bay Mental Health Center

Brockton, MA

Staff Therapist/Intern

June 2001 – March 2003

Provided individual, group and family counseling; consulted with collateral agencies as needed; initiated, maintained and completed clinical files and records for clients including initial evaluations, treatment plans, session notes and transfer or termination summaries; responded to client emergencies as needed; maintained confidentiality in all clinical matters.

HONORS AND AWARDS

5/2018 Guest speaker on The Exchange Program, NH Public Radio
6/2018 MHC-GM's Kendall Snow Community Advocacy Award
12/2018 Presenter at the 2018 NH Behavioral Health Summit

EDUCATION

University of Massachusetts at Boston

Boston, MA

College of Education

June 2002

Masters of Education in Counseling

Northeastern University

Boston, MA

College of Criminal Justice

June 1994

Bachelor of Science, Cum Laude

Honors: Alpha Phi Sigma Criminal Justice Honor Society, Golden Key National Honor Society, National Residence Hall Honorary

**THE MENTAL HEALTH CENTER OF GREATER MANCHESTER
NH Rapid Response Grant**

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract (includes 30% Fringe Benefits) |
|--------------------|--|--------|---------------------------|---|
| Open Position | Peer Specialist | 45,000 | 100% | 58,500 |
| Taunya Jarzyniecki | Coordinator of Emergency Services and Interim Care | 85,000 | 10% | 11,050 |
| Bianca Ciuffredo | Emergency Services Clinician | 60,000 | 100% | 78,000 |
| | | | | |

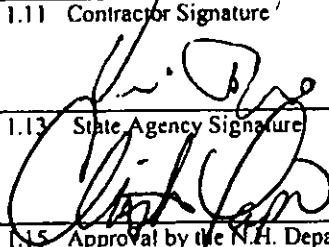
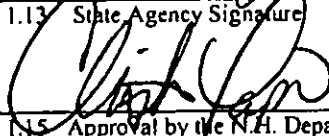
Subject: Rapid Response (SS-2020-DBH-07-RAPID-10)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

| | | | |
|--|---|---|-----------------------------------|
| 1.1 State Agency Name New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name The Mental Health Center for Southern New Hampshire | | 1.4 Contractor Address 10 Tsienneto Rd. Derry, NH 03038 | |
| 1.5 Contractor Phone Number (603) 434-1577 | 1.6 Account Number 05-095-092-922010- 19090000-102-500731 | 1.7 Completion Date August 19, 2021 | 1.8 Price Limitation \$173,195 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature  Date: 6/4/20 | | 1.12 Name and Title of Contractor Signatory Vic Topo President/CEO | |
| 1.13 State Agency Signature  Date: 6-8-2020 | | 1.14 Name and Title of State Agency Signatory Christie Tappan, Associate Counselor | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/17/20 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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, eliminates 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 hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 early 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 attached 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

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 assignee 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.



EXHIBIT A

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 issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 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 two (2) years 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.



EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Ten (10).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.

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- 1.5.3.3. Deploy the trained staff to provide the Crisis Services described in this Agreement as described in Subsection 1.8.
- 1.6. The Department expects that the individuals served under this Agreement will fall into specific allocations that will be used for outreach purposes:
- 1.6.1. Approximately 70% will have: SUD, with or without co-occurring SMI, SPMI or SED, or SMI, SPMI, or SED;
 - 1.6.2. Approximately 10% will be healthcare personnel with mental disorders less severe than SMI requiring mental health care; and
 - 1.6.3. Approximately 20% will have a mental health disorder less severe than SMI.
- 1.7. The Contractor shall provide optional access to these services through telehealth, consistent with guidance provided by the Department, or as authorized under other Federal and State regulations implemented due to COVID-19.
- 1.8. The Contractor shall take all reasonable steps to have additional staff in place to expand crisis services to the individuals under this Agreement no later than August 20, 2020.
- 1.9. The Contractor shall conduct assessments and provide crisis interventions under this Agreement based on the 10 core values identified in the SAMHSA-published guidelines, "Core Elements in Responding to Mental Health Crises."
- 1.10. The Contractor shall evaluate and treat individuals during crisis interventions to enable a comprehensive understanding of the situation and help individuals served gain a sense of control over their situation.
- 1.11. The Contractor shall provide crisis services and interventions by:
- 1.11.1. Providing timely access to services and supports in the least restrictive manner, including but not limited to providing peer support by engaging and helping individuals manage their crises; assessments; and interventions to help individuals cope with and navigate the crisis;
 - 1.11.2. Developing crisis plans and emergency interventions for each individual served that are strengths-based and consider the whole context of an individual's plan of services;
 - 1.11.3. Referring individuals to longer-term services, including but not limited to specified evidence-based practices where applicable and appropriate;
 - 1.11.4. Identifying recurring crises and adjusting assessment and intervention strategies as needed to meet the needs of the individual, including taking additional measures to reduce the likelihood of future crises;



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- 1.11.5. Providing crisis intervention services that adhere to the six (6) key principles of trauma-informed care, including: safety; trustworthiness and transparency; peer support; collaboration and mutuality; empowerment, voice and choice; and attention to cultural, historical and gender issues.
- 1.12. The Contractor shall assess and link adults who are not already in behavioral health treatment to needed services for SMI/SPMI and other behavioral health conditions , including but not limited to:
 - 1.12.1. Assertive community treatment;
 - 1.12.2. Supported employment;
 - 1.12.3. Illness management and recovery;
 - 1.12.4. Therapeutic behavioral services;
 - 1.12.5. Family support; and
 - 1.12.6. Medication management.
- 1.13. The Contractor shall assess and link youth who are not already in behavioral health treatment to needed longer term services for SED, including but not limited to:
 - 1.13.1. Modular Approach to Therapy for Children (MATCH);
 - 1.13.2. Trauma-focused cognitive behavioral therapy; and
 - 1.13.3. Supported employment for individuals for whom it is developmentally appropriate.
- 1.14. The Contractor shall assess and link youth and adults who are not already in behavioral health treatment to a comprehensive array of needed SUD treatment services, including but not limited to:
 - 1.14.1. Evaluations;
 - 1.14.2. Withdrawal management;
 - 1.14.3. Outpatient counseling;
 - 1.14.4. Residential services; and
 - 1.14.5. Recovery supports.
- 1.15. The Contractor shall use strategies to address SUD that may include but are not limited to:
 - 1.15.1. Medication Assisted Treatment (MAT);
 - 1.15.2. Cognitive Behavioral Therapy (CBT);
 - 1.15.3. Motivational Enhancement Therapy (MET);



EXHIBIT B

- 1.15.4. Seeking Safety;
- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Ten (10), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

- 2.1. The Contractor shall collaborate with the Department on the development and provision of training for the Contractor's staff specific to the New Hampshire Rapid Response no later than June 30, 2020.
- 2.2. The Contractor shall ensure that Contractor staff receive training on:
 - 2.2.1. New Hampshire Rapid Response goals and objectives;
 - 2.2.2. COVID-19-related treatment adaptations, including safety and telemedicine;

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Date 06/14/20



EXHIBIT B

- 2.2.3. Guideline-based crisis intervention;
- 2.2.4. Trauma-informed care that is tailored to an individual's age, gender, race, and other individual characteristics; and
- 2.2.5. Use of American Society of Addiction Medicine criteria for SUD services.
- 2.3. The Contractor shall provide the staffing to conduct the services under this Agreement as follows:
 - 2.3.1. Clinical Project Director (0.1 FTE) to oversee New Hampshire Rapid Response implementation and evaluation in concert with the Department's State Project Director.
 - 2.3.2. Crisis Team Clinician (1.0 FTE) to provide trauma-informed crisis and emergency assessment and treatment to individuals served, and facilitate interviews related to the Government Performance and Results and Modernization Act of 2010 (GPRA).
 - 2.3.2.1. Crisis Team Clinicians must be a master's level clinician with at least two (2) years related experience and must be supervised by the Contractor's Clinical Service Director.
 - 2.3.3. Crisis Team Peer (1.0 FTE) to provide peer support, crisis planning and project assessments for the New Hampshire Rapid Response in addition to facilitating GPRA-related interviews.
 - 2.3.3.1. Crisis Team Peer must be trained to provide these services and must have lived experience.
 - 2.3.3.2. Crisis Team Peer must be supervised by the Contractor's Clinical Service Director.
 - 2.3.4. Administrative Support Person (0.2 FTE) to provide administrative support for New Hampshire Rapid Response evaluation activities.
 - 2.3.4.1. Administrative Support Person must have a bachelor's degree in a related field or an equivalent combination of education and experience.
 - 2.3.5. If the Contractor is faced with a reduction in the ability to deliver said services, the Contractor shall provide written notice to the Department within thirty (30) calendar days of the Board approved decision.
 - 2.3.5.1 The Contractor shall consult and collaborate with the Department prior to any anticipated reduction in its ability to provide services under this Agreement or elimination of services in order to reach a mutually agreeable solution as to the most effective way to provide the services under this Agreement.



EXHIBIT B

- 2.3.6 The Contractor shall not redirect funds allocated in the budget for the New Hampshire Rapid Response services provided under this Agreement

3. Performance Measures and Data Reporting

- 3.1. The Contractor agrees to participate in periodic New Hampshire Rapid Response monitoring meetings and teleconferences, based on scheduled dates and times mutually agreeable to the Contractor, other New Hampshire Rapid Response Contractors, and the Department.
- 3.2. The Contractor shall provide the Department with progress reports regarding the implementation of staffing and training requirements under this Agreement, in the format and frequency determined by the Department.
- 3.3. The Contractor shall support the Department's effort to comply with the GPRA as it pertains to services provided to the individuals specified in the Exhibit B, Scope of Work of this Agreement.
- 3.4. The Contractor shall collect GPRA data through interviews with individuals served under this Agreement, who agree to complete the GPRA interview process upon admission, at the six-month mark of receiving services and upon discharge from crisis and emergency services.
- 3.4.1. The Contractor shall provide a \$20 gift card, per interview, to individuals who agree to participate in the GPRA data collection interview process, subject to the Department's provision of gift cards to the Contractor for this express purpose.
- 3.4.1.1 The Contractor shall collaborate with the Department on the replenishment of gift card inventories as needed, subject to the Department's statewide supply. In no instance shall the Contractor be liable for or required to provide a gift card to the individual once its supply of Department-provided gift cards has been exhausted.
- 3.5. The Contract shall input GPRA data collected from individuals using the SAMHSA GPRA data collection tool, via assessments identified in 3.4 or with the use of separate GPRA data collection.
- 3.6. The Contractor shall enter GPRA information obtained from each individual into the SAMHSA Performance Accountability and Reporting System (SPARS) within the time period specified by SAMHSA.
- 3.6.1. The Contractor shall work with the Department's designated New Hampshire Rapid Response evaluation team to ensure high-quality data collection.

- 3.7. The Contractor may utilize funding in this Agreement designated for data

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infrastructure projects, technological activities, and equipment, as allowable under the SAMHSA approved New Hampshire Rapid Response grant's terms and conditions. The Contractor shall obtain the Department's prior approval for such projects or activities.

4. Exhibits incorporated

- 4.1. 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.
- 4.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Culturally and Linguistically Appropriate Services (CLAS)
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 5.3. Credits and Copyright Ownership
 - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided by the United States Department of Health and Human Services."

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Contractor Initials W



EXHIBIT B

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. Operation of Facilities: Compliance with Laws and Regulations
 - 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of this Agreement, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

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Contractor Initials VS



EXHIBIT B

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the Department's payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however that if, upon review of the Final Expenditure Report, the Department shall disallow any expenses claimed by the Contractor as costs hereunder, the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. 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 Indirect Cost Rate of 10.00% 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.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

| BUDGET | |
|---|------------------|
| Line Item | Amount Amount |
| Staffing | \$113,500 |
| Fringe and Benefits | \$ 34,050 |
| Personal Protective Equipment, Supplies, Technology, and Training | \$ 5,400 |
| Data Collection | \$ 4,500 |
| Indirect Costs on Clinical Services | \$ 15,295 |
| Indirect Costs on Data Collection | \$ 450 |
| Total | \$173,195 |

- 3.1. Authorized expenditures for direct services provided under the Agreement to individuals are subject to the following limitations:
 - 3.1.1. For uninsured individuals, expenditures will be limited to those incurred by the Contractor to provide services to the individuals.
 - 3.1.2. For under-insured individuals, expenditures will be limited to those incurred by the Contractor to provide to individuals services that are not a covered service under the individual's applicable insurance. For covered services that are subject to a co-payment or deductible for which the individual served

The Mental Health Center for Southern
New Hampshire

Exhibit C

Contractor Initials ✓

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Date 6/4/20



EXHIBIT C

indicates they cannot afford to pay, the Contractor is authorized to waive payment from the individual and to charge the corresponding amount as a cost incurred under this Agreement.

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301
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.



EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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 Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. 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.
 - 12.1.2. 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.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. 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 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.



EXHIBIT C

- 12.3. 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.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
- 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
- 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
- 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. 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.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

6/4/2020
Date

Vic Topo
Name: Vic Topo
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6/4/00
Date

Vendor Name: _____
Name: _____
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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 (1)(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.

6/4/20
Date

Vendor Name:

[Signature]
Name:
Title: President/CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Vendor Initials 

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The 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.

6/4/20
Date

Vendor Name:

[Signature]
Name:
Title: President & CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Vendor Initials [Signature]

Date 6/4/20



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:

6/4/20
Date

[Signature]
Name:

Title:

President/CEO

Vendor Initials [Signature]

Date 6/4/20



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) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services

The State

[Signature]

Signature of Authorized Representative

Christine Toppin

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

6-8-2020

Date

MENTAL HEALTH CENTER FOR

Name of the Contractor

[Signature]

Signature of Authorized Representative

Name of Authorized Representative

President / CEO

Title of Authorized Representative

6/4/20

Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of Individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The 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:

Name:

Title: PACSIDA/CEO

6/4/20
Date

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 085573541
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

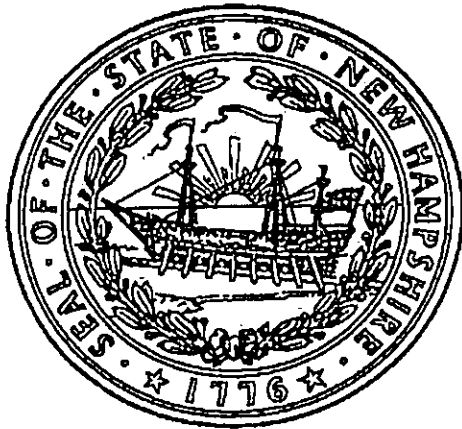
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61791

Certificate Number : 0004891024



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2020.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Susan Davis, Secretary, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of The Mental Health Center for Southern New Hampshire; dba the Center for Life Management.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 27th, 2020, at which a quorum of the Directors/shareholders were present and voting.

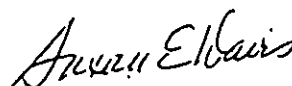
***Whereas, an executive stay at home order has been issued and in effect from Governor Chris Sununu, this vote is entered electronically.**

VOTED: That Vic Topo, CEO/President

is duly authorized on behalf of The Mental Health Center for Southern New Hampshire; dba The Center for Life Management, to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

RESOLVED: The Mental Health Center for Southern New Hampshire; dba Center for Life Management, enter/accept Emergency Grant via New Hampshire Department of Health and Human Services NH Rapid Response Program

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate 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: 6/4/2020

Signature of Elected Officer
Name: Susan Davis
Title: Secretary

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123 | CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: | | | | | | | | | | | | | | |
|--|---|-------------------------------|--------|--|-------|---|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED The Mental Health Center for Southern NH DBA CLM Center for Life Management 10 Tslenneto Rd Derry, NH 03038 | <table border="1"> <thead> <tr> <th data-bbox="812 457 1421 489">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1421 457 1549 489">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="812 489 1421 521">INSURER A : Philadelphia Indemnity Insurance Co.</td> <td data-bbox="1421 489 1549 521">18058</td> </tr> <tr> <td data-bbox="812 521 1421 553">INSURER B : Granite State Insurance Company</td> <td data-bbox="1421 521 1549 553">23809</td> </tr> <tr> <td data-bbox="812 553 1421 585">INSURER C :</td> <td data-bbox="1421 553 1549 585"></td> </tr> <tr> <td data-bbox="812 585 1421 617">INSURER D :</td> <td data-bbox="1421 585 1549 617"></td> </tr> <tr> <td data-bbox="812 617 1421 649">INSURER E :</td> <td data-bbox="1421 617 1549 649"></td> </tr> <tr> <td data-bbox="812 649 1421 668">INSURER F :</td> <td data-bbox="1421 649 1549 668"></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Philadelphia Indemnity Insurance Co. | 18058 | INSURER B : Granite State Insurance Company | 23809 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Philadelphia Indemnity Insurance Co. | 18058 | | | | | | | | | | | | | | |
| INSURER B : Granite State Insurance Company | 23809 | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | PHPK2037794 | 10/01/2019 | 10/01/2020 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | PHPK2037791 | 10/01/2019 | 10/01/2020 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000 | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | PHUB693560 | 10/01/2019 | 10/01/2020 | EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N N/A | WC017064748 | 10/01/2019 | 10/01/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |
| A | Professional Liab | | PHPK2037794 | 10/01/2019 | 10/01/2020 | \$1,000,000 \$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

NH DHHS
 129 Pleasant Street
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

See Hgt



CLM MISSION STATEMENT

OUR MISSION

To promote the health and well-being of individuals, families and organizations. We accomplish this through professional, caring and comprehensive behavioral health care services and by partnering with other organizations that share our philosophy.

OUR VISION

Together, we can evolve from being primarily a treatment focused behavioral health organization to one that values whole health and wellness.

Main Office

10 Tsjenneto Road, Derry, NH 03038
Tel. 603.434.1577
Fax. 603.434.3101

Salem Branch

103 Stiles Road, Salem, NH 03079
Tel. 603.893.4194
Fax. 603.893.2199

www.CenterForLifeManagement.org

THE MENTAL HEALTH CENTER FOR
SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE
MANAGEMENT AND AFFILIATES

CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
Years ended June 30, 2019 and 2018

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Years ended June 30, 2019 and 2018

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Independent Auditor's Report

To the Board of Directors of
The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management and Affiliates

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates (a nonprofit organization), which are comprised of the consolidated statements of financial position as of June 30, 2019 and 2018, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates as of June 30, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 16-22 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 17, 2019, on our consideration of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting and compliance.

Change in Accounting Principle

As described in Note 2 of the financial statements, in 2019, the organization adopted ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

A handwritten signature in cursive script, appearing to read "W. A. White".

Essex Junction, Vermont
Registration number VT092.0000684
September 17, 2019

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Financial Position
June 30, 2019 and 2018

| | <u>ASSETS</u> | |
|---|---------------------|---------------------|
| | <u>2019</u> | <u>2018</u> |
| Current assets: | | |
| Cash and cash equivalents | \$ 1,662,875 | \$ 1,640,075 |
| Accounts receivable, net | 943,181 | 864,230 |
| Other receivables | 284,929 | 144,815 |
| Prepaid expenses | 93,768 | 80,753 |
| Security deposit | 11,087 | 11,087 |
| Total current assets | <u>2,995,840</u> | <u>2,740,960</u> |
| Property and equipment, net | <u>3,715,469</u> | <u>3,656,665</u> |
| Other assets | | |
| Interest rate swap agreement | <u>58,030</u> | <u>48,533</u> |
| Total assets | <u>\$ 6,769,339</u> | <u>\$ 6,446,158</u> |
| <u>LIABILITIES AND NET ASSETS</u> | | |
| Current liabilities: | | |
| Current portion of long term debt | \$ 93,538 | \$ 88,538 |
| Accounts payable | 76,558 | 53,554 |
| Accrued payroll and payroll liabilities | 402,801 | 375,055 |
| Accrued vacation | 372,138 | 327,657 |
| Accrued expenses | 18,961 | 13,319 |
| Deferred revenue | 11,980 | 7,580 |
| Total current liabilities | <u>975,976</u> | <u>865,703</u> |
| Long term liabilities | | |
| PMPM reserve | 225,000 | 112,737 |
| Long term debt, less current portion | <u>2,215,250</u> | <u>2,308,819</u> |
| Total long term liabilities | <u>2,440,250</u> | <u>2,421,556</u> |
| Total liabilities | <u>3,416,226</u> | <u>3,287,259</u> |
| Net assets without donor restrictions | <u>3,353,113</u> | <u>3,158,899</u> |
| Total liabilities and net assets | <u>\$ 6,769,339</u> | <u>\$ 6,446,158</u> |

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Activities

Years ended June 30, 2019 and 2018

| | <u>2019</u> | <u>2018</u> |
|--|---------------------|---------------------|
| <u>Public support and revenues:</u> | | |
| Public support: | | |
| Federal | \$ 893,941 | \$ 1,005,755 |
| State of New Hampshire - BBH | 258,681 | 316,921 |
| State and local funding | 43,601 | 43,602 |
| Other public support | <u>224,837</u> | <u>131,172</u> |
| Total public support | 1,421,060 | 1,497,450 |
| Revenues: | | |
| Program service fees, net | 13,076,818 | 12,364,822 |
| Other service income | 647,329 | 467,403 |
| Rental income | 5,188 | 4,985 |
| Other | 158,841 | 39,231 |
| Gain on sale of assets | <u>10,000</u> | <u>-</u> |
| Total revenues | <u>13,898,176</u> | <u>12,876,441</u> |
| Total public support and revenues | 15,319,236 | 14,373,891 |
| <u>Operating expenses:</u> | | |
| BBH funded programs: | | |
| Children | 5,157,438 | 4,859,070 |
| Elders | 501,342 | 282,131 |
| Vocational | 266,091 | 234,156 |
| Multi-Service | 2,971,434 | 2,609,377 |
| Acute Care | 932,421 | 775,806 |
| Independent Living | 2,334,134 | 2,226,618 |
| Assertive Community Treatment | 734,195 | 835,083 |
| Non-Specialized Outpatient | 1,063,655 | 980,645 |
| Non-BBH funded program services | <u>213,421</u> | <u>132,495</u> |
| Total program expenses | 14,174,131 | 12,935,381 |
| Administrative expenses | <u>960,388</u> | <u>1,049,580</u> |
| Total expenses | <u>15,134,519</u> | <u>13,984,961</u> |
| Change in net assets from operations | 184,717 | 388,930 |
| <u>Non-operating expenses:</u> | | |
| Fair value gain (loss) on interest rate swap | <u>9,497</u> | <u>85,586</u> |
| Change in net assets | 194,214 | 474,516 |
| Net assets without donor restrictions, beginning of year | <u>3,158,899</u> | <u>2,684,383</u> |
| Net assets without donor restrictions, end of year | <u>\$ 3,353,113</u> | <u>\$ 3,158,899</u> |

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Functional Expenses
Years ended June 30, 2019 and 2018

| | 2019 | | | 2018 | | |
|---------------------------------------|----------------------------|-----------------------|----------------------|----------------------------|-----------------------|----------------------|
| | Program <u>Services</u> | <u>Administrative</u> | <u>Total</u> | Program <u>Services</u> | <u>Administrative</u> | <u>Total</u> |
| Personnel costs: | | | | | | |
| Salaries and wages | \$ 8,963,460 | \$ 604,197 | \$ 9,567,657 | \$ 8,271,397 | \$ 679,212 | \$ 8,950,609 |
| Employee benefits | 1,947,562 | 131,727 | 2,079,289 | 1,770,356 | 136,304 | 1,906,660 |
| Payroll taxes | 623,425 | 41,859 | 665,284 | 589,194 | 48,580 | 637,774 |
| Accounting/audit fees | 56,277 | 5,753 | 62,030 | 50,511 | 4,910 | 55,421 |
| Advertising | 32,756 | 3,376 | 36,132 | 18,548 | 2,626 | 21,174 |
| Conferences, conventions and meetings | 18,606 | 9,597 | 28,203 | 27,262 | 11,456 | 38,718 |
| Depreciation | 188,646 | 15,339 | 203,985 | 186,697 | 18,240 | 204,937 |
| Equipment maintenance | 34,553 | 2,524 | 37,077 | 14,183 | 1,385 | 15,568 |
| Equipment rental | 37,204 | 2,280 | 39,484 | 38,062 | 2,996 | 41,058 |
| Insurance | 73,278 | 5,836 | 79,114 | 64,120 | 6,898 | 71,018 |
| Interest expense | 101,605 | 8,264 | 109,869 | 96,382 | 9,417 | 105,799 |
| Legal fees | 25,302 | 1,890 | 27,192 | 43,606 | 4,071 | 47,677 |
| Membership dues | 45,470 | 6,663 | 52,133 | 48,330 | 8,218 | 56,548 |
| Occupancy expenses | 1,007,337 | 10,369 | 1,017,706 | 896,640 | 10,055 | 906,695 |
| Office expenses | 219,960 | 20,386 | 240,346 | 193,164 | 20,508 | 213,672 |
| Other expenses | 76,453 | 17,615 | 94,068 | 55,224 | 17,866 | 73,090 |
| Other professional fees | 378,017 | 57,890 | 435,907 | 273,798 | 55,732 | 329,530 |
| Program supplies | 156,066 | 12,646 | 168,712 | 84,240 | 8,943 | 93,183 |
| Travel | 188,154 | 2,177 | 190,331 | 213,667 | 2,163 | 215,830 |
| | <u>14,174,131</u> | <u>960,388</u> | <u>15,134,519</u> | <u>12,935,381</u> | <u>1,049,580</u> | <u>13,984,961</u> |
| Administrative allocation | <u>960,388</u> | <u>(960,388)</u> | <u>-</u> | <u>1,049,580</u> | <u>(1,049,580)</u> | <u>-</u> |
| Total expenses | <u>15,081,580</u> | <u>\$ -</u> | <u>\$ 15,134,519</u> | <u>\$ 13,984,961</u> | <u>\$ -</u> | <u>\$ 13,984,961</u> |

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidated Statements of Cash Flows
Years ended June 30, 2019 and 2018

| | <u>2019</u> | <u>2018</u> |
|--|---------------------|---------------------|
| Cash flows from operating activities: | | |
| Increase (decrease) in net assets | \$ 194,214 | \$ 474,516 |
| Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities: | | |
| Depreciation | 203,985 | 204,937 |
| Amortization of loan origination fees included in interest expense | 18,930 | 18,929 |
| Gain on sale of assets | (10,000) | - |
| Fair value (gain) loss on interest rate swap | (9,497) | (85,586) |
| (Increase) decrease in: | | |
| Accounts receivable, net | (78,951) | 10,155 |
| Other receivables | (140,114) | (28,652) |
| Prepaid expenses | (13,015) | 12,496 |
| Increase (decrease) in: | | |
| Accounts payable and accrued expenses | 100,873 | 18,172 |
| Deferred revenue | 4,400 | - |
| PMPM reserve | <u>112,263</u> | <u>112,737</u> |
| Net cash provided by operating activities | 383,088 | 737,704 |
| Cash flows from investing activities: | | |
| Proceeds from sale of assets | 10,000 | - |
| Purchases of property and equipment | <u>(262,788)</u> | <u>(52,938)</u> |
| Net cash (used) provided by investing activities | <u>(252,788)</u> | <u>(52,938)</u> |
| Cash flows from financing activities: | | |
| Net principal payments on long term debt | <u>(107,500)</u> | <u>(105,000)</u> |
| Net cash used in financing activities | <u>(107,500)</u> | <u>(105,000)</u> |
| Net increase (decrease) in cash and cash equivalents | 22,800 | 579,766 |
| Cash and cash equivalents, beginning of year | <u>1,640,075</u> | <u>1,060,309</u> |
| Cash and cash equivalents, end of year | <u>\$ 1,662,875</u> | <u>\$ 1,640,075</u> |
| <u>Supplemental cash flow disclosures:</u> | | |
| Cash paid during the year for interest | <u>\$ 109,869</u> | <u>\$ 105,799</u> |

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Years ended June 30, 2019 and 2018

Note 1. Nature of organization

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management (the "Agency") is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs.

During 2006, the Center for Life Management Foundation (the "Foundation") was established to act for the benefit of, to carry out the functions of, and to assist the Agency. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members and management. In addition, the Agency is the sole member.

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation are collectively referred to the "Organization".

Basis of consolidation

The consolidated financial statements include the accounts of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation. All intercompany transactions have been eliminated in consolidation.

Note 2. Basis of accounting and summary of significant accounting policies

Basis of accounting

The financial statements are prepared on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to date of receipt or payment of cash. Contributions are reported in accordance with FASB Accounting Standards Codification ("ASC") *Accounting for Contributions Received and Contributions Made*.

Basis of presentation

The Organization's financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("US GAAP"), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

Net assets with donor restrictions: 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 Organization or by the passage of time. Other donor restrictions are perpetual in nature, where by the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Note 2. Basis of accounting and summary of significant accounting policies (continued)

At June 30, 2019 and 2018, the Organization only had net assets without donor restrictions of \$3,353,113 and \$3,158,899, respectively.

General

The significant accounting policies of the Organization are presented to assist in understanding the Organization's financial statements. The financial statements and the notes are representations of the Organization's management. The Organization is responsible for the integrity and objectivity of the financial statements.

Use of estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates that were used.

Cash and cash equivalents

The Organization considers all highly liquid investments purchased with an original maturity of three months or less to be cash and cash equivalents.

Accounts receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management writes off accounts when they are deemed uncollectible and establishes an allowance for doubtful accounts for estimated uncollectible amounts. The Organization had an allowance for doubtful accounts of \$242,758 and \$224,548 as of June 30, 2019 and 2018, respectively. Refer to Note 3 for additional discussion of accounts receivable.

Property

Property is recorded at cost, except for donated assets which are recorded at estimated fair value at the date of donation. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

| | |
|----------------------------|---------------|
| Buildings and improvements | 15 – 40 years |
| Automobiles | 3 – 15 years |
| Equipment | 5 – 7 years |

All equipment valued at \$500 or more is capitalized. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was \$203,985 and \$204,937 for the years ended June 30, 2019 and 2018, respectively.

Finance costs

Financing costs are recorded on the statement of position net of accumulated amortization. In accordance with generally accepted accounting principles, the unamortized financing costs are reported as a reduction in long term debt - see Note 7. The costs are amortized over the term of the respective financing arrangement.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Vacation pay and fringe benefits

Vacation pay is accrued and charged to programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on programs.

Fair value measurements and financial instruments

The Company adopted FASB ASC 820, Fair Value Measurements and Disclosures, for assets and liabilities measured at fair value on a recurring basis. The codification established a common definition for fair value to be applied to existing generally accepted accounting principles that requires the use of fair value measurements, establishes a framework for measuring fair value, and expands disclosure about such fair value measurements.

FASB ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, FASB ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

- Level 1: Observable market inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: Observable market inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and
- Level 3: Unobservable inputs where there is little or no market data, which require the reporting entity to develop its own assumptions.

The Organization's financial instruments consist primarily of cash, accounts receivables, accounts payable and accrued expenses. The carrying amount of the Organization's financial instruments approximates their fair value due to the short-term nature of such instruments. The carrying value of long-term debt approximates fair value due to their bearing interest at rates that approximate current market rates for notes with similar maturities and credit quality.

The Organization's interest rate swap agreements are classified as level 2 in the hierarchy, as all significant inputs to the fair value measurement are directly observable, such as the underlying interest rate assumptions.

Third-party contractual arrangements

A significant portion of revenue is derived from services to patients insured by third-party payers. Reimbursements from Medicare, Medicaid, and other commercial payers are at defined service rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Advertising expenses

The Organization expenses advertising costs as they are incurred.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Expense allocation

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

Interest rate swap

The Organization uses an interest rate swap to effectively convert the variable rate on its State Authority Bond to a fixed rate, as described in Note 8. The change in the fair value of the swap agreement and the payments to or receipts from the counterparty to the swap are netted with the interest expense on the bonds. Cash flows from interest rate swap contracts are classified as a financing activity on the statement of cash flows.

Income taxes

The Agency is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Agency has also been classified as an entity that is not a private foundation within the meaning of 509(a) and qualifies for deductible contributions.

The Foundation is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. It is an organization that is organized and operated exclusively for the benefit of the Agency.

These financial statements follow FASB ASC, *Accounting for Uncertain Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return.

Accounting for Uncertain Income Taxes did not have a material impact on these financial statements as the Organization believes it has taken no uncertain tax positions that could have an effect on its financial statements.

Federal Form 990 (Return of an Organization Exempt from Income Tax) for fiscal years 2016, 2017 and 2018 are subject to examination by the IRS, generally for three years after filing.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Years ended June 30, 2019 and 2018

Note 2. Basis of accounting and summary of significant accounting policies (continued)

Reclassifications

Certain amounts in the prior-year financial statements have been reclassified in order to be comparable with the current year presentation.

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 Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

Subsequent events

The Organization has evaluated all subsequent events through September 17, 2019, the date the financial statements were available to be issued.

Note 3. Accounts receivable, net

Accounts receivable consist of the following at June 30,:

| | <u>2019</u> | | | <u>2018</u> | | |
|------------------------------|--------------------|---------------------|-------------------|--------------------|---------------------|-------------------|
| | Receivable | | | Receivable | | |
| <u>Accounts receivable</u> | <u>Receivable</u> | <u>Allowance</u> | <u>Net</u> | <u>Receivable</u> | <u>Allowance</u> | <u>Net</u> |
| Clients | \$ 319,858 | \$ (192,955) | \$ 126,903 | \$ 332,312 | \$ (179,244) | \$ 153,068 |
| Insurance companies | 190,094 | (4,389) | 185,705 | 144,808 | (6,476) | 138,332 |
| Medicaid | 620,780 | (43,187) | 577,593 | 540,750 | (35,213) | 505,537 |
| Medicare | 55,207 | (2,227) | 52,980 | 70,908 | (3,615) | 67,293 |
| | <u>\$1,185,939</u> | <u>\$ (242,758)</u> | <u>\$ 943,181</u> | <u>\$1,088,778</u> | <u>\$ (224,548)</u> | <u>\$ 864,230</u> |
| | | | | | | |
| <u>Other receivables</u> | | | | <u>2019</u> | <u>2018</u> | |
| Towns | | | | \$ 28,000 | \$ 18,600 | |
| NH Division of Mental Health | | | | 125,889 | 87,680 | |
| Unemployment tax refund | | | | 12,881 | - | |
| Contractual services | | | | <u>118,159</u> | <u>38,535</u> | |
| | | | | <u>\$ 284,929</u> | <u>\$ 144,815</u> | |

Note 4. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

| | <u>2019</u> | <u>2018</u> |
|---|-------------------|-------------------|
| Receivables primarily for services provided to individuals and entities located in southern New Hampshire | <u>\$ 943,181</u> | <u>\$ 864,230</u> |
| Other receivables due from entities located in New Hampshire | <u>\$ 284,929</u> | <u>\$ 144,815</u> |

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Note 4. Concentrations of credit risk (continued)

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2019 and 2018, the Organization had approximately \$1,287,000 and \$1,212,400 in uninsured cash balances.

Note 5. Prepays

Prepays consists of the following at June 30:

| | <u>2019</u> | <u>2018</u> |
|-------------------|------------------|------------------|
| Prepaid insurance | \$ 37,268 | \$ 32,777 |
| Prepaid rents | 56,500 | 47,976 |
| | <u>\$ 93,768</u> | <u>\$ 80,753</u> |

Note 6. Property and equipment

Property and equipment consists of the following at June 30:

| | <u>2019</u> | <u>2018</u> |
|--------------------------------|---------------------|---------------------|
| Land | \$ 565,000 | \$ 565,000 |
| Buildings and improvements | 4,036,993 | 3,977,453 |
| Automobiles | 18,800 | 20,000 |
| Equipment | 1,630,644 | 1,446,194 |
| | 6,251,437 | 6,008,647 |
| Less: accumulated depreciation | (2,535,968) | (2,351,982) |
| Property and equipment, net | <u>\$ 3,715,469</u> | <u>\$ 3,656,665</u> |

Note 7. Long term debt

Long term debt consists of the following as of June 30,:

| | <u>2019</u> | <u>2018</u> |
|--|---------------------|---------------------|
| Series 2015 New Hampshire Health and Education Facilities Bond - | | |
| Payable through 2036, original principal of \$3,042,730, remarketed and sold to People's United Bank at a variable rate, with an effective rate of 3.5866% and 2.8169% at June 30, 2019 and 2018, respectively. Secured by land, building, equipment, and certain revenues, and is subject to certain financial covenants. The note matures August 2025. The Organization has entered into an interest rate swap agreement to effectively fix the interest rate on the note. See Note 9. | 2,647,730 | 2,755,230 |
| Less: unamortized finance costs | (338,942) | (357,873) |
| Long term debt, less unamortized finance costs | 2,308,788 | 2,397,357 |
| Less: current portion of long term debt | (93,538) | (88,538) |
| Long term debt, less current portion | <u>\$ 2,215,250</u> | <u>\$ 2,308,819</u> |

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
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Years ended June 30, 2019 and 2018

Note 7. Long term debt (continued)

In 2017, the Organization retroactively adopted the requirements of FASB ASC 835-30 to present debt issuance costs as a reduction of the carrying amount of debt rather than as an asset.

Amortization of \$18,930 and \$18,929 is reported as interest expense in the consolidated statement of activities for the years ended June 30, 2019 and 2018, respectively.

Future maturities to long term debt are as follows:

| <u>Year ending June 30,</u> | <u>Long Term Debt Principal</u> | <u>Unamortized Finance Costs</u> | <u>Net</u> |
|-----------------------------|-------------------------------------|--------------------------------------|---------------------|
| 2020 | \$ 112,500 | \$ (18,962) | \$ 93,538 |
| 2021 | 117,500 | (18,962) | 98,538 |
| 2022 | 122,500 | (18,962) | 103,538 |
| 2023 | 127,500 | (18,962) | 108,538 |
| 2024 | 132,500 | (18,962) | 113,538 |
| Thereafter | <u>2,035,230</u> | <u>(244,132)</u> | <u>1,791,098</u> |
| Total | <u>\$ 2,647,730</u> | <u>\$ (338,942)</u> | <u>\$ 2,308,788</u> |

Note 8. Line of credit

As of June 30, 2019, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of \$850,000, which is available through March 29, 2021. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus .50% (effective rate of 6.00% at June 30, 2019). The outstanding balance on the line at June 30, 2019 was \$0. The line of credit is secured by all business assets and real estate.

As of June 30, 2018, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of \$850,000, which was available through March 29, 2019. Interest accrued on the outstanding principal balance was payable monthly at the Wall Street Journal Prime plus 1.50% (effective rate of 6.00% at June 30, 2018). The outstanding balance on the line at June 30, 2018 was \$0. The line of credit was secured by all business assets and real estate.

Note 9. Interest rate swap

During 2016, the Organization entered into an interest rate swap agreement with People's United Bank that effectively fixes the interest rate on the outstanding principal of the Banks term note at 3.045%.

Under the arrangement, the notional principal amount is the balance of the note, with the Organization receiving floating payments of one month London InterBank Offered rate ("LIBOR") plus .69% and paying a fixed rate of 3.045%.

The agreement matures August 2025 and has a notional amount of \$2,647,730 and \$2,755,230 at June 30, 2019 and 2018, respectively.

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Years ended June 30, 2019 and 2018

Note 9. Interest rate swap (continued)

In accordance with generally accepted accounting principles, the interest rate swap agreement is recorded at its fair value as an asset or liability, with the changes in fair value being reported as a component of the change in net assets without donor restrictions. For the years ended June 30, 2019 and 2018, the Organization reported an interest rate swap asset of \$58,030 and asset of \$48,533 on the statement of financial position and a fair value gain / (loss) on the interest rate swap of \$9,497 and \$85,586 on the statement of activities, respectively. The fair value gain / (loss) is reported as a non-operating expense of the Organization and is a non-cash transaction.

Note 10. Employee benefit plan

Discretionary matching contributions to a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code are contingent upon financial condition. This program covers eligible regular full-time and part-time employees who have successfully completed at least one year of employment and work at least 20 hours per week. Eligible employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. Employer contributions totaled \$109,592 and \$99,861 for the years ended June 30, 2019 and 2018, respectively.

Note 11. Commitments and contingencies

The Mental Health Center for Southern New Hampshire, d/b/a CLM Center for Life Management, has entered into an agreement with Parkland Medical Center ("PMC") of Derry, New Hampshire, which requires that CLM provide psychiatric services and consultations to inpatients of PMC for the hospital medical and nursing staff. The consultations are requested by the hospital and responded to by CLM medical staff on an on-call basis.

In addition to the psychiatric services, CLM provides emergency mental health assessments, evaluations, and referral services to the emergency department ("ED") of the hospital. CLM emergency service clinicians are available on a twenty-four hour, seven days a week basis to see patients entering the ED who are experiencing a mental health crisis or psychiatric emergency.

The original agreement expired May 31, 2018, however, a new agreement was effective July 1, 2018. The new agreement is effective for an initial one year term and will be automatically renewed for up to two additional one year terms.

For the years ended June 30, 2019 and 2018, the Agency received approximately 68% and 72%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of New Hampshire designated Community Mental Health Center affords the Agency Medicaid provider status. Annual contracting with New Hampshire Department of Health and Human Services-Bureau of Behavioral Health provides a base allocation of state general funds are taken as grant funds which are drawn as related expenses are incurred. Medicaid is comprised of 50% Federal funds and 50% New Hampshire State matching funds.

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Years ended June 30, 2019 and 2018

Note 12. Lease commitments

The Agency leases facilities and multiple copier agreements under various operating leases. Rent expense recorded under these arrangements was approximately \$196,000 and \$204,000 for the years ended June 30, 2019 and 2018, respectively.

The following details the future minimum lease payments on leases with an initial or remaining term of greater than one year as of June 30, 2019:

| <u>Years ending June 30,</u> | |
|------------------------------|-------------------|
| 2020 | \$ 183,924 |
| 2021 | 177,559 |
| 2022 | 181,773 |
| 2023 | 185,987 |
| 2024 | <u>190,201</u> |
| Total | \$ <u>919,444</u> |

Note 13. Availability and liquidity

The following represents the Organization's financial assets at June 30,:

| | <u>2019</u> | <u>2018</u> |
|--|--------------------|--------------------|
| <u>Financial assets at year end:</u> | | |
| Cash and cash equivalents | \$1,662,875 | \$1,640,075 |
| Accounts receivable | 943,181 | 864,230 |
| Other receivable | 284,929 | 144,815 |
| Security deposit | <u>11,087</u> | <u>11,087</u> |
| Total financial assets | 2,902,072 | 2,660,207 |
| <u>Less amounts not available within one year:</u> | | |
| Security deposit | <u>(11,087)</u> | <u>(11,087)</u> |
| Financial assets available to meet general | | |
| Expenditures over the next twelve months | <u>\$2,890,985</u> | <u>\$2,649,120</u> |

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing mission-related activities, as well as the conduct of service undertaken to support those activities, to be general expenditures.

The Organization's primary source of liquidity is its cash and cash equivalents.

In addition to financial assets available to meet general expenditures within one year, the Organization operates with a budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Position

June 30, 2019

| | Center for Life Management | CLM Foundation | Total | Eliminations | Consolidated |
|---|-------------------------------|-------------------|---------------------|--------------|---------------------|
| <u>ASSETS</u> | | | | | |
| Current assets: | | | | | |
| Cash and cash equivalents | \$ 1,451,648 | \$ 211,227 | \$ 1,662,875 | \$ - | \$ 1,662,875 |
| Accounts receivable, net | 943,181 | - | 943,181 | - | 943,181 |
| Other receivables | 284,929 | - | 284,929 | - | 284,929 |
| Prepaid expenses | 93,768 | - | 93,768 | - | 93,768 |
| Security deposit | 11,087 | - | 11,087 | - | 11,087 |
| Total current assets | 2,784,613 | 211,227 | 2,995,840 | - | 2,995,840 |
| Property and equipment, net | 3,715,469 | - | 3,715,469 | - | 3,715,469 |
| Other assets: | | | | | |
| Interest rate swap agreement | 58,030 | - | 58,030 | - | 58,030 |
| Total assets | <u>\$ 6,558,112</u> | <u>\$ 211,227</u> | <u>\$ 6,769,339</u> | <u>\$ -</u> | <u>\$ 6,769,339</u> |
| <u>LIABILITIES AND NET ASSETS</u> | | | | | |
| Current liabilities: | | | | | |
| Current portion of long-term debt | \$ 93,538 | \$ - | \$ 93,538 | \$ - | \$ 93,538 |
| Accounts payable | 76,558 | - | 76,558 | - | 76,558 |
| Accrued payroll and payroll liabilities | 402,801 | - | 402,801 | - | 402,801 |
| Accrued vacation | 372,138 | - | 372,138 | - | 372,138 |
| Accrued expenses | 18,961 | - | 18,961 | - | 18,961 |
| Deferred revenue | 11,980 | - | 11,980 | - | 11,980 |
| Total current liabilities | 975,976 | - | 975,976 | - | 975,976 |
| Long term liabilities: | | | | | |
| PMPM reserve | 225,000 | - | 225,000 | - | 225,000 |
| Long-term-debt less current portion | 2,215,250 | - | 2,215,250 | - | 2,215,250 |
| Total long term liabilities | 2,440,250 | - | 2,440,250 | - | 2,440,250 |
| Total liabilities | 3,416,226 | - | 3,416,226 | - | 3,416,226 |
| Net assets without donor restrictions | 3,141,886 | 211,227 | 3,353,113 | - | 3,353,113 |
| Total liabilities and net assets | <u>\$ 6,558,112</u> | <u>\$ 211,227</u> | <u>\$ 6,769,339</u> | <u>\$ -</u> | <u>\$ 6,769,339</u> |

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Position

June 30, 2018

Center for Life

CLM

Management

Foundation

Total

Eliminations

Consolidated

ASSETS

Current assets:

| | | | | | |
|------------------------------|---------------------|-------------------|---------------------|-------------|---------------------|
| Cash and cash equivalents | \$ 1,429,298 | \$ 210,777 | \$ 1,640,075 | \$ - | \$ 1,640,075 |
| Accounts receivable, net | 864,230 | - | 864,230 | - | 864,230 |
| Other receivables | 144,815 | - | 144,815 | - | 144,815 |
| Prepaid expenses | 80,753 | - | 80,753 | - | 80,753 |
| Security deposit | 11,087 | - | 11,087 | - | 11,087 |
| Total current assets | 2,530,183 | 210,777 | 2,740,960 | - | 2,740,960 |
| Property and equipment, net | 3,656,665 | - | 3,656,665 | - | 3,656,665 |
| Other assets | | | | | |
| Interest rate swap agreement | 48,533 | - | 48,533 | - | 48,533 |
| Total assets | <u>\$ 6,235,381</u> | <u>\$ 210,777</u> | <u>\$ 6,446,158</u> | <u>\$ -</u> | <u>\$ 6,446,158</u> |

LIABILITIES AND NET ASSETS

Current liabilities:

| | | | | | |
|---|---------------------|-------------------|---------------------|-------------|---------------------|
| Current portion of long-term debt | \$ 88,538 | \$ - | \$ 88,538 | \$ - | \$ 88,538 |
| Accounts payable | 53,554 | - | 53,554 | - | 53,554 |
| Accrued payroll and payroll liabilities | 375,055 | - | 375,055 | - | 375,055 |
| Accrued vacation | 327,657 | - | 327,657 | - | 327,657 |
| Accrued expenses | 13,319 | - | 13,319 | - | 13,319 |
| Deferred revenue | 7,580 | - | 7,580 | - | 7,580 |
| Total current liabilities | 865,703 | - | 865,703 | - | 865,703 |
| Long term liabilities | | | | | |
| PMPM reserve | 112,737 | - | 112,737 | - | 112,737 |
| Long-term-debt less current portion | 2,308,819 | - | 2,308,819 | - | 2,308,819 |
| Total long term liabilities | 2,421,556 | - | 2,421,556 | - | 2,421,556 |
| Total liabilities | 3,287,259 | - | 3,287,259 | - | 3,287,259 |
| Net assets without donor restrictions | 2,948,122 | 210,777 | 3,158,899 | - | 3,158,899 |
| Total liabilities and net assets | <u>\$ 6,235,381</u> | <u>\$ 210,777</u> | <u>\$ 6,446,158</u> | <u>\$ -</u> | <u>\$ 6,446,158</u> |

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Activities
For the Year Ended June 30, 2019

| | Center for Life <u>Management</u> | CLM <u>Foundation</u> | <u>Total</u> | <u>Eliminations</u> | <u>Consolidated</u> |
|---------------------------------------|--------------------------------------|--------------------------|--------------|---------------------|---------------------|
| <u>Public support and revenues:</u> | | | | | |
| Public support: | | | | | |
| Federal | \$ 893,941 | \$ - | \$ 893,941 | \$ - | \$ 893,941 |
| State of New Hampshire - BBH | 258,681 | - | 258,681 | - | 258,681 |
| State and local funding | 43,601 | - | 43,601 | - | 43,601 |
| Other public support | 171,448 | 53,389 | 224,837 | - | 224,837 |
| Total public support | 1,367,671 | 53,389 | 1,421,060 | - | 1,421,060 |
| Revenues: | | | | | |
| Program service fees, net | 13,076,818 | - | 13,076,818 | - | 13,076,818 |
| Other service income | 647,329 | - | 647,329 | - | 647,329 |
| Rental income | 5,188 | - | 5,188 | - | 5,188 |
| Other | 158,841 | - | 158,841 | - | 158,841 |
| Gain on sale of assets | 10,000 | - | 10,000 | - | 10,000 |
| Total revenues | 13,898,176 | - | 13,898,176 | - | 13,898,176 |
| Total public support and revenues | 15,265,847 | 53,389 | 15,319,236 | - | 15,319,236 |
| <u>Operating expenses:</u> | | | | | |
| BBH funded programs: | | | | | |
| Children | 5,157,438 | - | 5,157,438 | - | 5,157,438 |
| Elders | 501,342 | - | 501,342 | - | 501,342 |
| Vocational | 266,091 | - | 266,091 | - | 266,091 |
| Multi-Service | 2,971,434 | - | 2,971,434 | - | 2,971,434 |
| Acute Care | 932,421 | - | 932,421 | - | 932,421 |
| Independent Living | 2,334,134 | - | 2,334,134 | - | 2,334,134 |
| Assertive Community Treatment | 734,195 | - | 734,195 | - | 734,195 |
| Non-Specialized Outpatient | 1,063,655 | - | 1,063,655 | - | 1,063,655 |
| Non-BBH funded program services | 160,482 | 52,939 | 213,421 | - | 213,421 |
| Total program expenses | 14,121,192 | 52,939 | 14,174,131 | - | 14,174,131 |
| Administrative expenses | 960,388 | - | 960,388 | - | 960,388 |
| Total expenses | 15,081,580 | 52,939 | 15,134,519 | - | 15,134,519 |
| Change in net assets from operations | 184,267 | 450 | 184,717 | - | 184,717 |
| <u>Non-operating expenses:</u> | | | | | |
| Fair value gain on interest rate swap | 9,497 | - | 9,497 | - | 9,497 |
| Change in net assets | 193,764 | 450 | 194,214 | - | 194,214 |
| Net assets, beginning of year | 2,948,122 | 210,777 | 3,158,899 | - | 3,158,899 |
| Net assets, end of year | \$ 3,141,886 | \$ 211,227 | \$ 3,353,113 | \$ - | \$ 3,353,113 |

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Consolidating Statement of Activities

For the Year Ended June 30, 2018

| | Center for Life Management | CLM Foundation | Total | Eliminations | Consolidated |
|---------------------------------------|-------------------------------|-------------------|--------------|--------------|--------------|
| <u>Public support and revenues:</u> | | | | | |
| Public support: | | | | | |
| Federal | \$ 1,005,755 | \$ - | \$ 1,005,755 | \$ - | \$ 1,005,755 |
| State of New Hampshire - BBH | 316,921 | - | 316,921 | - | 316,921 |
| State and local funding | 43,602 | - | 43,602 | - | 43,602 |
| Other public support | 66,499 | 64,673 | 131,172 | - | 131,172 |
| Total public support | 1,432,777 | 64,673 | 1,497,450 | - | 1,497,450 |
| Revenues: | | | | | |
| Program service fees, net | 12,364,822 | - | 12,364,822 | - | 12,364,822 |
| Other service income | 467,403 | - | 467,403 | - | 467,403 |
| Rental income | 4,985 | - | 4,985 | - | 4,985 |
| Other | 39,231 | - | 39,231 | - | 39,231 |
| Total revenues | 12,876,441 | - | 12,876,441 | - | 12,876,441 |
| Total public support and revenues | 14,309,218 | 64,673 | 14,373,891 | - | 14,373,891 |
| <u>Operating expenses:</u> | | | | | |
| BBH funded programs: | | | | | |
| Children | 4,859,070 | - | 4,859,070 | - | 4,859,070 |
| Elders | 282,131 | - | 282,131 | - | 282,131 |
| Vocational | 234,156 | - | 234,156 | - | 234,156 |
| Multi-Service | 2,609,377 | - | 2,609,377 | - | 2,609,377 |
| Acute Care | 775,806 | - | 775,806 | - | 775,806 |
| Independent Living | 2,226,618 | - | 2,226,618 | - | 2,226,618 |
| Assertive Community Treatment | 835,083 | - | 835,083 | - | 835,083 |
| Non-Specialized Outpatient | 980,645 | - | 980,645 | - | 980,645 |
| Non-BBH funded program services | 96,069 | 36,426 | 132,495 | - | 132,495 |
| Total program expenses | 12,898,955 | 36,426 | 12,935,381 | - | 12,935,381 |
| Administrative expenses | 1,049,580 | - | 1,049,580 | - | 1,049,580 |
| Total expenses | 13,948,535 | 36,426 | 13,984,961 | - | 13,984,961 |
| Change in net assets from operations | 360,683 | 28,247 | 388,930 | - | 388,930 |
| <u>Non-operating expenses:</u> | | | | | |
| Fair value gain on interest rate swap | 85,586 | - | 85,586 | - | 85,586 |
| Change in net assets | 446,269 | 28,247 | 474,516 | - | 474,516 |
| Net assets, beginning of year | 2,501,853 | 182,530 | 2,684,383 | - | 2,684,383 |
| Net assets, end of year | \$ 2,948,122 | \$ 210,777 | \$ 3,158,899 | \$ - | \$ 3,158,899 |

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Analysis of Accounts Receivable
For the Year Ended June 30, 2019

| | Accounts Receivable Beginning of Year | Gross Fees | Contractual Allowances and Other Discounts Given | Cash Receipts | Change in Allowance | Accounts Receivable End of Year |
|---------------------|--|----------------------|---|------------------------|------------------------|--|
| Clients | \$ 332,312 | \$ 1,335,372 | \$ (356,399) | \$ (991,427) | \$ - | \$ 319,858 |
| Insurance companies | 144,808 | 2,237,147 | (1,075,770) | (1,116,091) | - | 190,094 |
| Medicaid | 540,750 | 12,473,046 | (2,059,091) | (10,333,925) | - | 620,780 |
| Medicare | 70,908 | 617,187 | (251,328) | (381,560) | - | 55,207 |
| Allowance | (224,548) | - | - | - | (18,210) | (242,758) |
| Total | <u>\$ 864,230</u> | <u>\$ 16,662,752</u> | <u>\$ (3,742,588)</u> | <u>\$ (12,823,003)</u> | <u>\$ (18,210)</u> | <u>\$ 943,181</u> |

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Revenues and Expenses
For the Year Ended June 30, 2019

| | <u>Children</u> | <u>Elders</u> | <u>Vocational</u> | <u>Multi- Service</u> | <u>Acute Care</u> | <u>Independent Living</u> | <u>Assertive Community Treatment</u> | <u>Non- Specialized Outpatient</u> | <u>Other Non-BBH</u> | <u>Total Program Services</u> | <u>Admin- istrative</u> | <u>Total Agency</u> |
|---------------------------------------|-----------------|---------------|-------------------|---------------------------|-----------------------|-------------------------------|--|--|--------------------------|---------------------------------------|-----------------------------|-------------------------|
| <u>Public support and revenues:</u> | | | | | | | | | | | | |
| Public support: | | | | | | | | | | | | |
| Federal | \$ 2,500 | \$ - | \$ - | \$ - | \$ 35,538 | \$ 790,502 | \$ 62,901 | \$ 2,500 | \$ - | \$ 893,941 | \$ - | \$ 893,941 |
| State of New Hampshire - BBH | 6,328 | - | - | 3,945 | 86,309 | - | 162,099 | - | - | 258,681 | - | 258,681 |
| State and local funding | 14,671 | - | - | - | - | - | - | 14,271 | 14,659 | 43,601 | - | 43,601 |
| Other public support | 24,900 | - | - | - | - | 22,950 | - | 122,078 | 520 | 170,448 | 1,000 | 171,448 |
| Total public support | 48,399 | - | - | 3,945 | 121,847 | 813,452 | 225,000 | 138,849 | 15,179 | 1,366,671 | 1,000 | 1,367,671 |
| <u>Revenues:</u> | | | | | | | | | | | | |
| Program service fees, net | 5,692,793 | 542,785 | 222,250 | 3,745,411 | 524,729 | 1,267,991 | 656,375 | 416,798 | 7,686 | 13,076,818 | - | 13,076,818 |
| Other service income | 52,898 | 49,245 | - | 880 | 275,064 | 1,308 | - | 219,489 | 48,445 | 647,329 | - | 647,329 |
| Rental income | 889 | - | - | 1,632 | 889 | 889 | - | 889 | - | 5,188 | - | 5,188 |
| Other | 43,669 | 2,566 | 2,103 | 23,431 | 6,962 | 19,206 | 7,948 | 13,406 | 964 | 120,255 | 38,586 | 158,841 |
| Gain on sale of assets | 3,484 | 202 | 168 | 1,870 | 556 | 1,596 | 599 | 703 | 70 | 9,248 | 752 | 10,000 |
| Total revenues | 5,793,733 | 594,798 | 224,521 | 3,773,224 | 808,200 | 1,290,990 | 664,922 | 651,285 | 57,165 | 13,858,838 | 39,338 | 13,898,176 |
| Total public support and revenues | 5,842,132 | 594,798 | 224,521 | 3,777,169 | 930,047 | 2,104,442 | 889,922 | 790,134 | 72,344 | 15,225,509 | 40,338 | 15,265,847 |
| Total expenses | 5,508,639 | 535,422 | 284,175 | 3,173,379 | 995,792 | 2,492,759 | 784,083 | 1,135,941 | 171,390 | 15,081,580 | - | 15,081,580 |
| Change in net assets from operations | 333,493 | 59,376 | (59,654) | 603,790 | (65,745) | (388,317) | 105,839 | (345,807) | (99,046) | 143,929 | 40,338 | 184,267 |
| <u>Non-operating expenses:</u> | | | | | | | | | | | | |
| Fair value gain on interest rate swap | 3,308 | 192 | 160 | 1,776 | 528 | 1,516 | 569 | 668 | 66 | 8,783 | 714 | 9,497 |
| Change in net assets | \$ 336,801 | \$ 59,568 | \$ (59,494) | \$ 605,566 | \$ (65,217) | \$ (386,801) | \$ 106,408 | \$ (345,139) | \$ (98,980) | \$ 152,712 | \$ 41,052 | \$ 193,764 |

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Expenses
For the Year Ended June 30, 2019

| | <u>Children</u> | <u>Elders</u> | <u>Vocational</u> | <u>Multi- Service</u> | <u>Acute Care</u> | <u>Independent Living</u> | <u>Assertive Community Treatment</u> | <u>non- Specialized Outpatient</u> | <u>Other Non-BBH</u> | <u>Total Program Services</u> | <u>Admin- istrative</u> | <u>Total Agency</u> |
|---------------------------------------|---------------------|-------------------|-------------------|---------------------------|-----------------------|-------------------------------|--|--|--------------------------|---------------------------------------|-----------------------------|-------------------------|
| Personnel costs: | | | | | | | | | | | | |
| Salaries and wages | \$ 3,449,000 | \$ 351,535 | \$ 167,769 | \$ 2,041,521 | \$ 693,535 | \$ 1,008,680 | \$ 446,541 | \$ 698,885 | \$ 105,994 | \$ 8,963,460 | \$ 604,197 | \$ 9,567,657 |
| Employee benefits | 702,665 | 93,009 | 53,845 | 471,770 | 87,810 | 284,070 | 126,462 | 107,947 | 19,984 | 1,947,562 | 131,727 | 2,079,289 |
| Payroll taxes | 240,278 | 24,868 | 11,643 | 140,823 | 49,856 | 69,022 | 31,695 | 48,250 | 6,990 | 623,425 | 41,859 | 665,284 |
| Accounting/audit fees | 21,089 | 1,223 | 1,018 | 11,319 | 3,366 | 9,660 | 3,629 | 4,257 | 427 | 55,988 | 5,753 | 61,741 |
| Advertising | 12,077 | 813 | 671 | 6,443 | 2,145 | 5,231 | 2,081 | 2,766 | 529 | 32,756 | 3,376 | 36,132 |
| Conferences, conventions and meetings | 4,413 | 111 | 744 | 4,026 | 533 | 624 | 751 | 7,058 | 346 | 18,606 | 9,597 | 28,203 |
| Depreciation | 71,069 | 4,121 | 3,427 | 38,145 | 11,341 | 32,556 | 12,219 | 14,340 | 1,428 | 188,646 | 15,339 | 203,985 |
| Equipment maintenance | 11,603 | 674 | 563 | 6,224 | 1,853 | 5,308 | 1,997 | 2,342 | 3,989 | 34,553 | 2,524 | 37,077 |
| Equipment rental | 15,333 | 612 | 509 | 6,407 | 3,623 | 4,839 | 1,816 | 3,852 | 213 | 37,204 | 2,280 | 39,484 |
| Insurance | 27,041 | 1,567 | 1,303 | 16,014 | 4,316 | 12,388 | 4,649 | 5,456 | 544 | 73,278 | 5,836 | 79,114 |
| Interest expense | 38,281 | 2,218 | 1,845 | 20,545 | 6,107 | 17,536 | 6,582 | 7,719 | 772 | 101,605 | 8,264 | 109,869 |
| Legal fees | 8,757 | 508 | 422 | 4,701 | 1,398 | 4,012 | 3,561 | 1,767 | 176 | 25,302 | 1,890 | 27,192 |
| Membership dues | 13,998 | 918 | 734 | 9,783 | 2,636 | 6,470 | 2,655 | 4,568 | 3,708 | 45,470 | 6,663 | 52,133 |
| Occupancy expenses | 180,310 | 2,787 | 2,316 | 45,731 | 7,665 | 701,658 | 9,010 | 56,897 | 963 | 1,007,337 | 10,369 | 1,017,706 |
| Office expenses | 81,067 | 3,749 | 4,322 | 35,797 | 13,077 | 34,483 | 23,570 | 21,619 | 2,276 | 219,960 | 20,386 | 240,346 |
| Other expenses | 8,290 | 385 | 322 | 4,354 | 4,081 | 3,963 | 1,206 | 1,886 | 908 | 25,395 | 17,615 | 43,010 |
| Other professional fees | 131,798 | 7,311 | 6,087 | 72,497 | 25,597 | 59,663 | 21,840 | 49,084 | 2,548 | 376,425 | 57,890 | 434,315 |
| Program supplies | 55,575 | 2,056 | 2,745 | 26,900 | 11,521 | 14,831 | 13,014 | 20,800 | 8,624 | 156,066 | 12,646 | 168,712 |
| Travel | 84,794 | 2,877 | 5,806 | 8,434 | 1,961 | 59,140 | 20,917 | 4,162 | 63 | 188,154 | 2,177 | 190,331 |
| | <u>5,157,438</u> | <u>501,342</u> | <u>266,091</u> | <u>2,971,434</u> | <u>932,421</u> | <u>2,334,134</u> | <u>734,195</u> | <u>1,063,655</u> | <u>160,482</u> | <u>14,121,192</u> | <u>960,388</u> | <u>15,081,580</u> |
| Administrative allocation | <u>351,201</u> | <u>34,080</u> | <u>18,084</u> | <u>201,945</u> | <u>63,371</u> | <u>158,625</u> | <u>49,888</u> | <u>72,286</u> | <u>10,908</u> | <u>960,388</u> | <u>(960,388)</u> | <u>-</u> |
| Total program expenses | <u>\$ 5,508,639</u> | <u>\$ 535,422</u> | <u>\$ 284,175</u> | <u>\$ 3,173,379</u> | <u>\$ 995,792</u> | <u>\$ 2,492,759</u> | <u>\$ 784,083</u> | <u>\$ 1,135,941</u> | <u>\$ 171,390</u> | <u>\$ 15,081,580</u> | <u>\$ -</u> | <u>\$ 15,081,580</u> |

BOARD OF DIRECTORS FY2020

David Hebert
Chairperson
Town: Derry
Start: 9/28/2016
Current Term: 2019-2022

TBD
Vice Chair

Susan Davis
Secretary
Town: Hampstead
Start: 6/23/2012
Current Term: 2017-2020

Ron Lague
Past Chairperson
Town: Derry
Start: 6/24/2011
Current Term: 2017-2020

Elizabeth Roth
Town: Salem
Start: 6/20/2006

Judi Ryan
Town: Salem
Start: 6/23/2012
Current Term: 2018 -2021

Jeffrey Rind, MD
Town: Derry
Start: 6/25/2009
Current Term: 2018-2021

Gail Corcoran
Town: Salem
Start: 2/28/2010
Current Term: 2018-2021

Vic Topo
President & CEO
Town: Londonderry
Start: 6/30/1999
Current Term: 2018-2021

Vernon Thomas
Town: Derry
Start: 6/28/2013
Current Term: 2019-2022

Maria Gudinas

Town: Atkinson

Start: 4/25/2018

Current Term: 2018-2021

Christopher Peterson, MD

Town: Derry

Start: 9/27/2018

Current Term: 2018-2021

Joseph Crawford

Town: Derry

Start: 6/26/2019

Current Term: 2019-2022

Steve Arnault

Objective

To obtain a position where I can maximize my multilayer of management skills, quality assurance, program development, experience as an educator, customer service, and a successful track record in the health care environment.

Professional Experience

Lead **Healthcare Systems Align, LLC**
Nottingham, NH 1/2010 - Present

[Healthcare Systems Align.com](http://HealthcareSystemsAlign.com)

- Provide consultation to agencies, medical practices and practitioners to establish systems of integrated healthcare that includes practice patterns, billing strategies, quality and compliance strategy, policy development, outcome measurement and supervision.

VP of Quality, Compliance **Center for Life Management, Derry, NH** 1/2009 - Present
www.centerforlifemanagement.org

- Senior management position in mental health center serving 6000 consumers. Responsibilities include development, implementation and monitoring of strategies and systems to continuously improve the quality of services to consumers. Assure compliance to state and federal regulations.
- Develop and maintain systems to assure fidelity to evidence based practices.
- Continuous development of EMR and associated staff training.
- Establish and maintain outcome measures and their incorporation into QI/UR initiatives.
- Develop and implement projects to improve the quality of care.
- Chair of agency Safety Committee.

Director, Behavioral Health Services **Portsmouth Regional Hospital**
Portsmouth, NH 1/2006 - 12/2009

- Responsible for clinical, administrative and fiscal management of service line which includes 22 bed inpatient psychiatric unit, Psychiatric Assessment and Referral Service and interdepartmental service. Supervision of an Assistant Director and Coordinator, Responsible for 85 staff. Oversee the integration of behavioral health into primary care. Manage annual budget of 10.5 million dollars.
- Chair Directors Operations Meeting. Coordinate monthly meeting of hospital departmental directors.
- Co-chair of Patient Flow Committee. Analysis and development of data systems to monitor patient throughput. Develop and implement strategies to improve the efficiency of care.

Steve Armault

Assistant Director of Behavioral Health Services Portsmouth Regional Hospital
Portsmouth, NH 4/2005 – 1/2006

- Responsible for the clinical and administrative functioning of the Psychiatric assessment and Referral Service (PARS). Manage annual budget of 600K.
- Supervision of 22 clinicians who provide psychiatric crisis assessments, admissions, intake and referral 24 hours a day.
- Supervision, oversight and development of the Interdepartmental Service: 3 clinicians who provide psychiatric assessment, consultation and therapy to patients admitted medically to the hospital.

Director of Adult Services Community Partners; Dover, NH 11/2001 – 4/2005

- Responsible for the clinical, administrative and financial operations of the Adult Outpatient Therapy, EAP, Admissions, Emergency Services, Geriatric and Acute Service programs (PHP/IOP) serving Strafford County. Supervised 4 managers responsible for 26 staff. Manage annual budget of 3 million dollars.

Clinical Director of Community Support Prog. Riverbend Community Mental Health Ctr
Concord, NH 9/2000 – 11/2001

- Responsible for the clinical, administrative and fiscal operations of programs serving 554 consumers with severe and persistent mental illness. Directly supervise 5 managers responsible for 60 staff. Development and oversight of annual budget of 4 million dollars.

Treatment Team Coordinator Riverbend Community Mental Health Ctr
Concord, NH 8/1996 – 9/2000

- Clinical and administrative supervision of a multidisciplinary team of 12 direct care staff. Serving an average of 100 individuals with severe and persistent mental illness.

Team Leader Strafford Guidance Center; Dover, NH 1/1993 – 8/1996

- Clinical and administrative supervision of 8 direct care staff. Serving an average of 80 individuals with severe and persistent mental illness.
- Developed the first interagency treatment team to serve individuals with severe and persistent mental illness and developmental disabilities in NH.

Clinical Case Manager Strafford Guidance Center; Dover, NH 1/1992 – 12/1993

- Provided psychotherapy and case management services to individuals with severe and persistent mental illness and substance abuse issues as part of The Continuous Treatment Team study through Dartmouth College.

Steve Arnault

Assistant Director / Behavioral Specialist Residential Resources; Keene, NH 1/1989 – 1/1992

- Directed all administrative, fiscal and clinical activities for 5 group homes and 3 supported living arrangements serving people with developmental disabilities. Provide behavioral consultation to individuals with behavioral/functional challenges.

Behavioral Specialist / Clinical Supervisor The Center for Humanistic Change Manchester, NH 8/1986 – 1/1989

- Provide behavioral consultation to individuals facing behavioral/functional challenges in group homes, day programs, vocational and family settings. Supervised 2 clinicians.

House Manager Greater Lawrence Psychological Center Lawrence, MA 6/1984 – 8/1986

- Administrative, clinical and financial management of a group home serving 4 men with severe and persistent mental illness.

Teaching & Educational Experience

Adjunct Faculty New England College; Henniker, NH 9/1994 - Present
www.nec.edu

- Teach graduate and undergraduate courses in psychology, counseling, program development and evaluation

Director of Masters Degree Program in Mental Health Counseling New England College; Henniker, NH 1/1998 – 3/2002

- Developed and implemented curriculum for degree program.
- Oversight of curriculum to insure quality, academic standards and student retention.
- Development and execution of marketing plan.
- Provided academic advising and mentoring to students.
- Faculty recruitment, supervision and monitoring of academic quality

Curriculum Consultant New England College; Henniker, NH Fall 2012 - Present

- Developed curricula for a certificate and C.A.G.S. in the integration of behavioral health into primary medicine.

- Provided individual, group, and family counseling. Assisted with other indicated medical procedures such as electroconvulsive therapy, and participated in milieu management and activities.

EDUCATION:

- New Hampshire College, Graduate School of Business, Manchester, NH
M.B.A. Degree 1987
- Fitchburg State College, Graduate School of Guidance and Counseling, Fitchburg, MA
18 Graduate Hours in Counseling 1973
- Nathaniel Hawthorne College, Antrim, NH
B.A. Degree 1971

LICENSES AND PROFESSIONAL AFFILIATIONS:

- Licensed Certified Social Worker, Massachusetts License #3028-2-051-181
- Member in Good Standing National Association of Social Workers

CONTRACTOR NAME

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|---------------|---------------------|----------|---------------------------|--------------------------------|
| Steve Arnault | Clinical Supervisor | | 10% | \$8,500 |
| TBD | Clinician | \$60,000 | 100% | \$60,000 |
| TBD | Peer Support | \$45,000 | 100% | \$45,000 |
| | | | | |
| | | | | |