



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 8, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to exercise a renewal option and amend existing **sole source** contracts with the vendors listed below, to continue providing person-centered Healthcare Homes that deliver integrated primary care, community behavioral health care and wellness services for young people with serious mental illness (SMI) and serious emotional disturbance (SED), by increasing the total price limitation by \$3,509,271 from \$1,448,071 to an amount not to exceed \$4,957,342 and by extending the completion dates from June 30, 2019 to June 30, 2021, effective upon Governor and Executive Council approval. 100% Federal Funds.

The agreements were originally approved by the Governor and Executive Council as indicated in the table below.

Name	Address	Vendor ID#	Current Budget Amount	Increased/ (Decreased) Budget	Modified Budget Amount	G&C Approval
Community Partners of Strafford	113 Crosby Rd., Suite 1 Dover, NH 03802	177278	\$408,191	\$1,029,180	\$1,437,371	10/31/2018 (Item #19)
Greater Nashua Mental Health Center at Community Council	100 West Pearl Street Nashua, NH 03060	154112	\$513,096	\$1,210,453	\$1,723,549	11/14/2018 (Item #13)
The Mental Health Center of Greater Manchester	401 Cypress Street Manchester, NH 03103	177184	\$526,784	1,269,638	\$1,796,422	11/14/2018 (Item #13)
		TOTALS	\$1,448,071	\$3,509,271	\$4,957,342	

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

Community Partners of Strafford (Vendor ID# 177278)

05-95-92-922010-23400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH, DIVISION OF, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased (Decreased) Budget	Modified Budget Amount
2019	102-500731	Contracts for Prog Svcs	92202340	\$408,191	\$0	\$408,191
2020	102-500731	Contracts for Prog Svcs	92202340	\$0	\$501,791	\$501,791
2021	202-500731	Contracts for Prog Svcs	92202340	\$0	\$527,389	\$527,389
			<i>Subtotals</i>	<i>\$408,191</i>	<i>\$1,029,180</i>	<i>1,437,371</i>

Greater Nashua Mental Health Center (Vendor ID# 154112)

05-95-92-922010-23400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH, DIVISION OF, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased (Decreased) Budget	Modified Budget Amount
2019	102-500731	Contracts for Prog Svcs	92202340	\$513,096	(\$95,904)	\$417,192
2020	102-500731	Contracts for Prog Svcs	92202340	\$0	\$653,420	\$653,420
2021	202-500731	Contracts for Prog Svcs	92202340	\$0	\$652,937	\$652,937
			<i>Subtotals</i>	<i>\$513,096</i>	<i>\$1,210,453</i>	<i>\$1,723,549</i>

Mental Health Center of Greater Manchester (Vendor ID# 177184)

05-95-92-922010-23400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH, DIVISION OF, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Current Budget Amount	Increased (Decreased) Budget	Modified Budget Amount
2019	102-500731	Contracts for Prog Svcs	92202340	\$526,784	(\$89,610)	\$437,174
2020	102-500731	Contracts for Prog Svcs	92202340	\$0	\$709,980	\$709,980
2021	202-500731	Contracts for Prog Svcs	92202340	\$0	\$649,268	\$649,268
			<i>Subtotals</i>	<i>\$526,784</i>	<i>1,269,638</i>	<i>\$1,796,422</i>
			TOTALS	\$1,448,071	\$3,509,271	\$4,957,342

EXPLANATION

These agreements are **sole source** because the grant application required the Department to name its partners, which are three (3) Community Mental Health Centers (CMHCs) that currently have working relationships with Federally Qualified Health Centers (FQHCs), making them eligible to provide the service in accordance with the award from the Substance Abuse and Mental Health Administration (SAMHSA).

The purpose of this request is to continue providing integrated medical and mental health services to persons with serious emotional disturbance (SED) and serious mental illness (SMI) ages sixteen (16) years to thirty-five (35) years. These services are designed to be person-centered and are delivered in what we refer to as "Health Care Homes." These funds will be used at three (3) Community Mental Health Centers to deliver integrated primary care and behavioral health services.

FQHC primary care services are co-located and integrated in three (3) CMHC locations, and serve young adults with SED or SMI ages sixteen (16) years through thirty-five (35) years with a focus on cultural and linguistic minorities who were not yet engaged in health care services through:

- 1) Evidence Based screening, detection, and treatment of health conditions;
- 2) Evidence Based screening and treatment of behavioral health conditions; and
- 3) Health programs for tobacco cessation and obesity.

The Contractors will continue to support the integrated work among the CMHCs and their regional FQHCs to provide integrated mental health homes. Specific health conditions targeted are obesity and tobacco smoking.

The five (5) key strategies of this project include:

- Utilization of experienced mental health providers;
- Co-location and integration of services;
- Engagement in care with support of peer community health workers;
- Utilization of nurse care coordinators to ensure overall coordination of care; and
- Use of health mentors to provide support for tailored services and incentives.

Transitional age young people, some of whom perceive themselves as invulnerable, require interventions with different content and emphases than those designed for older adults. Adaptations of typical care can address cognitive immaturity, difficulty with abstraction and planning for the future, distrust of authority and focus on peers. The integrated care program provides culturally competent integrated care to improve health and wellness of young people with SED and SMI.

In 2018, the three (3) Vendors served 1,965 youth and young adults sixteen (16) to thirty-five (35) years of age with SED or SMI. The Department anticipates that almost half will be willing to enroll in Healthcare Homes because either they do not have a primary care provider or they would prefer on-site, integrated care. It is expected that these amendments will provide funding to provide and evaluate integrated services for approximately seven hundred fifty (750) clients over the additional two (2) years in the ProHealth NH programs at the three (3) regional participating partners. Enrollment opened in the spring (2019), with nine (9) clients enrolled in the first (1st) month at two (2) of the three (3) Healthcare Home partnerships.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the contracts, the Department reserves the right to extend services for up to four (4) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Department is exercising a renewal option to extend services by two (2) years, leaving two (2) years of renewal available.

The Contractor successfully fulfilled and achieved the Performance Measures in the original contract that established the basic agreements and subcontracts necessary to provide an infrastructure for service delivery for the remaining four (4) years and three (3) months of the grant.

The following performance measures will measure the effectiveness of the contract over the next two (2) years.

- Increase in the proportion of individuals who receive evidence-based mental health treatment for those whose mental health screening indicates a need;

- Increase in the proportion of individuals who receive Health education for weight among those with higher than normal BMI as measured in health screening;
- Increase in the proportion of individuals who receive Health education for tobacco among those who use tobacco as indicated in health screening;
- Increase in the proportion of individuals who receive Breath Well Live Well Tobacco Program for those who use tobacco
- Increase in the proportion of individuals who receive Healthy Choices Healthy Changes Weight, nutrition and fitness program for those with obesity.

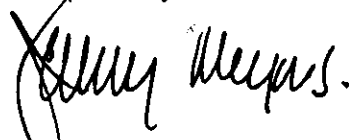
Should the Governor and Executive Council not authorize this request, the integrated Healthcare Home services may cease, which would result in the State of New Hampshire being out of compliance with the grant notice of award, and federal funds for this project. Being noncompliant with the funding source could result in funding for potential future projects not being available.

Area served: Greater Manchester, Greater Nashua and Greater Rochester Areas

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, CFDA #93.243, Federal Award Identification Number (FAIN) H79SM080245.

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

Respectfully submitted,



Jeffrey A. Meyers
Commissioner



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the ProHealth NH: Partnerships to Improve Health and Wellness
for Young People with SED and SMI

This 1st Amendment to the ProHealth NH: Partnerships to Improve Health and Wellness for Young People with SED and SMI contract (hereinafter referred to as "Amendment #1") dated this 2nd day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and the Behavioral Health & Developmental Services of Strafford County, Inc., d/b/a Community Partners (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 113 Crosby Road, Suite 1, Dover, NH 03802.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018, (Item 19), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions; Paragraph 2, Renewal; the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

June 30, 2021.

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

\$1,437,371.

3. Amend Exhibit A, Scope of Services, Section 6. Data Collection and Reporting, to read:

6. Data Collection and Reporting

- 6.1. The Contractor shall obtain consent from participants to collect data related to ProHealth NH and shall store consent forms in a locked file cabinet.
- 6.2. The Contractor shall ensure all releases of confidentiality and prohibitions on disclosure of information are in compliance with all administrative rules, and state and federal laws, including the prohibition for re-disclosure of 42 CFR Part 2 information.
- 6.3. The Contractor shall work with the Department to streamline, automate and align reporting with existing reports where possible.
- 6.4. The Contractor shall submit de-identifiable and/or aggregate data to the Department.

K.B. 4/30/19



- 6.5. The Contractor shall submit real-time National Outcome Measures (NOMs) data to the Substance Abuse and Mental Health Services Administration (SAMHSA) through a secure portal.
- 6.6. The Contractor shall submit real-time, New Hampshire specific evaluation data; as specified in Subsection 6.7 below, and as requested by the Department, to the Dartmouth-Hitchcock Evaluation Team through a secure portal.
- 6.7. The Contractor shall work with Dartmouth-Hitchcock to provide quarterly reports to the Department that include National Outcome Measure (NOMs) and New Hampshire specific CMHC data points including, but not limited to:
 - 6.7.1. Number of participants screened for ProHealth NH;
 - 6.7.2. Number of participants newly enrolled in ProHealth NH;
 - 6.7.3. Number of participants who received ProHealth NH health and behavioral screening and assessments;
 - 6.7.4. Number of participants screened for:
 - 6.7.4.1. Trauma;
 - 6.7.4.2. Depression;
 - 6.7.4.3. Substance use disorders;
 - 6.7.4.4. Medication use among youth;
 - 6.7.4.5. Involvement or interest in employment or education;
 - 6.7.4.6. Need for assertive community treatment; and
 - 6.7.4.7. Desire for symptom management.
 - 6.7.5. Number of participants referred to each treatment based on needs identified in the screenings described in Subsection 2.4. (i.e., eight (8) treatment areas including, but not limited to MATCH, SE, ACT and IMR);
 - 6.7.6. Total number of participants who received each of the screenings and assessments in 6.7.4;
 - 6.7.7. Total number of patients sixteen (16) to thirty-five (35) years of age in care at the CMHC; and
 - 6.7.8. National Outcome Measures (NOMs) obtained.
- 6.8. The Contractor shall report quarterly on the following items through electronic medical record:
 - 6.8.1. Number of participants in supportive housing or independent living programs;
 - 6.8.2. Number of participants who attended social and rehabilitative programs;

K.B. 4/30/19



- 6.8.3. Number of participants who participated in each of the EBP services listed in Subsection 2.4;
 - 6.8.4. Number of participants who attended a scheduled medical appointment;
 - 6.8.5. Number of participants who attended a scheduled mental health appointment;
 - 6.8.6. Number of participants who completed tobacco education;
 - 6.8.7. Number of participants who completed obesity education;
 - 6.8.8. Number of participants who attended Breath Well Live Well;
 - 6.8.9. Number of participants who attended Health Choices Healthy Changes; and
 - 6.8.10. Cumulative totals of participants engaged in each of the activities in Subsection 6.7. above.
- 6.9. The Contractor shall report quarterly on any additional data as requested by the Department, including, but not limited to:
- 6.9.1. EBT focus groups and qualitative interviews;
 - 6.9.2. Participants' satisfactory performance in work and school settings;
 - 6.9.3. The level of compliance with prescribed medication regimes;
 - 6.9.4. The level of compliance with attending scheduled medical and behavioral health appointments; and
 - 6.9.5. Any additional ProHealth NH data specified by SAMHSA.
- 6.10. The Contractor shall submit monthly reports on financial rewards distributed from advanced payments for rewards, as specified in Subsections 2.3 and 2.7, to the Department.
4. Amend Exhibit A, Scope of Services, Section 8. Deliverables, to read:

8. Deliverables

- 8.1. The Contractor shall enter into an agreement with the FQHC to provide co-located, integrated primary care services no later than three (3) months from the contract effective date.
- 8.2. The Contractor shall ensure the FQHC is approved by HRSA, Medicare, and Medicaid to deliver primary care services onsite at the Contractor's location, no later than six (6) months from the contract effective date.
- 8.3. The Contractor shall ensure staff for the Integrated Healthcare Home is hired within ninety (90) days of the contract effective date.



- 8.4. The Contractor shall subcontract with an entity approved by the Department to provide external evaluation services, training and supervision for the implementation of ProHealth NH evaluation and service activities no later than ten (10) months from the contract effective date.
- 8.5. The Contractor shall engage in a protocol approved by the Department for the consistent monitoring and provision of gift card rewards to clients no later than ten (10) months from the contract effective date. Said gift cards will support rewards as specified in Subsections 2.3 and 2.7.
5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B – Amendment #1
6. Add Exhibit B-2 Budget – Amendment #1.
7. Add Exhibit B-3 Budget – Amendment #1.

New Hampshire Department of Health and Human Services
ProHealth NH: Partnerships to Improve Health and Wellness for Young People
with SED and SMI



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/7/19
Date

Katja S. Fox
Katja S. Fox
Director

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

4/30/19
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Acknowledgement of Contractor's signature:

State of NH, County of Strafford on 4/30/19, before the undersigned officer,
personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is
signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Pamela J. Becker
Signature of Notary Public or Justice of the Peace

Pamela J. Becker Grand Coordinator
Name and Title of Notary or Justice of the Peace

My Commission Expires: PAMELA J. BECKER, Notary Public
State of New Hampshire
My Commission Expires April 19, 2022

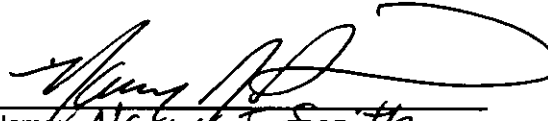
K.B. 4/30/19



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

OFFICE OF THE ATTORNEY GENERAL

5/14/2019
Date


Name: Nathaniel J. Smith
Title: Sr. Ass't. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

K.B. 4/30/19



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with Federal Funds from the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA #93.243, Federal Award Identification Number (FAIN) #H79SM080245.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with Exhibit B-1 Budget, Exhibit B-2 Budget – Amendment #1 and Exhibit B-3 Budget – Amendment #1.
 - 4.1.1. Payment shall be on an advance payment basis for gift card reward expenses incurred in the fulfillment of this Agreement in accordance with Exhibit B-1 Budget (line item H, Rewards Program), Exhibit B-2 Budget – Amendment #1 and Exhibit B-3 Budget – Amendment #1; and as described in Exhibit A, Scope of Services, Subsections 2.3, 2.7, 8.5 and 8.6.
 - 4.2. The Contractor shall submit invoices in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoices must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.3. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 4.6. Invoices shall be mailed to:

Financial Administrator
Department of Health and Human Services
Division for Behavioral Health
105 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services; in this Exhibit B – Amendment #1 and within any Amendments to the Contract.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

New Hampshire Department of Health and Human Services
ProHealth NH: Partnerships to Improve Health and Wellness for Young People with SED and SMI
Exhibit B – Amendment #1



7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining further approval from the Governor and Executive Council.

Exhibit B-2 Budget - Amendment #1

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Bidder/Program Name: Behavioral Health & Developmental Services of Stratford County d/b/a Community Partners

Budget Request for: PreHealth- Promoting Integration of Primary and Behavioral Health Care
(Name of RFP)

Budget Period: SFY 2020 - July 1, 2019 - June 30, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	225,200.00	27,628.00	252,828.00	30,000.00	7,700.00	37,700.00	195,200.00	19,928.00	215,128.00
2. Employee Benefits	106,185.00	10,960.00	118,155.00	13,000.00	3,300.00	16,500.00	82,185.00	7,460.00	96,545.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	2,500.00	-	2,500.00	-	-	-	2,500.00	-	2,500.00
Office	8,000.00	1,000.00	9,000.00	-	-	-	8,000.00	1,000.00	9,000.00
6. Travel	8,500.00	500.00	9,000.00	-	-	-	8,500.00	500.00	9,000.00
7. Occupancy	-	2,000.00	2,000.00	-	-	-	-	2,000.00	2,000.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	500.00	1,000.00	1,500.00	-	-	-	500.00	1,000.00	1,500.00
Postage	500.00	-	500.00	-	-	-	500.00	-	500.00
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	200.00	-	200.00	-	-	-	200.00	-	200.00
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	138,000.00	13,801.00	151,801.00	-	-	-	138,000.00	13,801.00	151,801.00
13. Other (specific details mandatory):	-	-	-	-	-	-	-	-	-
TOTAL	499,874.00	44,817.00	544,691.00	43,000.00	11,300.00	54,300.00	449,874.00	44,717.00	501,791.00

Indirect As A Percent of Direct 10.0%

68-2019-DBH-02-PROHE-01-A01

Exhibit B-2 Budget - Amendment #1

Contractor Initials: **K.B.**
Date: **4/30/19**

Exhibit B-3 Budget - Amendment #1

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD
 Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

Budget/Program Name: Behavioral Health & Developmental Services of Stratford County & its Community Partners

Budget Request for: PreHealth- Promoting Integration of Primary and Behavioral Health Care
 (Name of APP)

Budget Period: SFY 2021 - July 1, 2020 - June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	232,000.00	28,450.00	260,450.00	30,000.00	7,700.00	37,700.00	202,000.00	20,750.00	222,750.00
2. Employee Benefits	108,000.00	12,004.00	120,004.00	13,000.00	3,500.00	16,500.00	88,000.00	8,504.00	104,504.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rental	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	2,500.00	-	2,500.00	-	-	-	2,500.00	-	2,500.00
Office	8,000.00	1,000.00	9,000.00	-	-	-	8,000.00	1,000.00	9,000.00
6. Travel	8,000.00	800.00	8,800.00	-	-	-	8,000.00	800.00	8,800.00
7. Occupancy	11,000.00	2,000.00	13,000.00	-	-	-	11,000.00	2,000.00	13,000.00
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	500.00	1,000.00	1,500.00	-	-	-	500.00	1,000.00	1,500.00
Postage	800.00	-	800.00	-	-	-	800.00	-	800.00
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	200.00	-	200.00	-	-	-	200.00	-	200.00
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	181,858.00	14,378.00	196,236.00	-	-	-	181,858.00	14,378.00	196,236.00
13. Other (specify details mandatory):	-	-	-	-	-	-	-	-	-
TOTAL	522,318.00	66,333.00	588,651.00	43,800.00	11,200.00	54,900.00	478,258.00	48,133.00	526,391.00

Indirect As A Percent of Direct

Contractor Indirect **K.B.**
 Date **4/30/19**

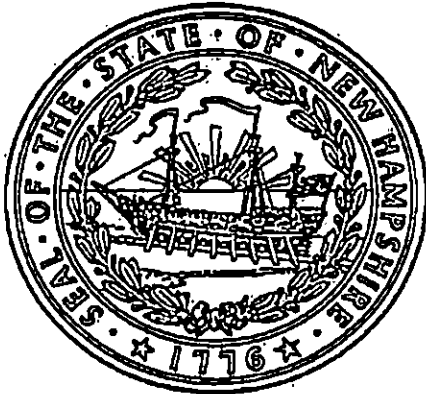
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 : 0004489166



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

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

William M. Gardner
Secretary of State

State of New Hampshire

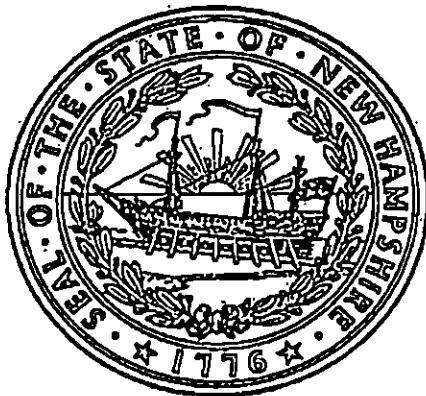
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered 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 : 0004489162



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 4-30-19.
(Date)

RESOLVED: That the _____ President _____
(Title of Contract Signatory)

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 30 day of APRIL, 2019.
(Date Amendment Signed)

4. Kathleen Boisclair is the duly elected _____ President _____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Ann Landry
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 30 day of April, 2019.

By Ann Landry
(Name of Elected Officer of the Agency)

Pamela J. Becker
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: April 6, 2020

PAMELA J. BECKER, Notary Public
State of New Hampshire
My Commission Expires April 19, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/15/2019

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

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


PRODUCER		CONTACT NAME: Hellen Hill	
FIAI/Cross Insurance		PHONE (A/C No, Ext): (803) 669-3218	FAX (A/C, No): (803) 645-4331
1100 Elm Street		E-MAIL ADDRESS: hhill@crossagency.com	
Manchester NH 03101		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Ins Co	NAIC # 18058
		INSURER B: Granite State Health Care and Human Services Self-	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
Behavioral Health & Developmental Services of Strafford County Inc,			
DBA: Community Partners			
113 Crosby Road, Ste 1			
Dover NH 03820			

COVERAGES **CERTIFICATE NUMBER:** 19-20 All **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 INSP 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:		PHPK1902228	11/01/2018	11/01/2019	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 - COM/POP AGG \$ 3,000,000 Employee Benefits \$ 1,000,000
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		PHPK1902225	11/01/2018	11/01/2019	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 \$ 10,000		PHUB653220	11/01/2018	11/01/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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	HCHS20190000097 (3a.) NH	02/01/2019	02/01/2020	<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
A	Directors & Officers		PHSD1393734	11/01/2018	11/01/2019	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 Dept 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.

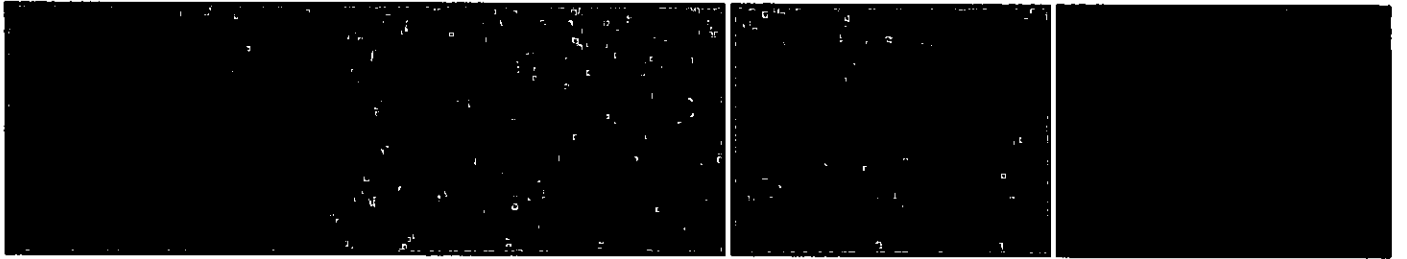
Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

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.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2018 and 2017

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, 2018 and 2017, 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, 2018 and 2017, 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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 23, 2018

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

Consolidated Statements of Financial Position

June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
ASSETS		
Cash and cash equivalents	\$ 3,653,350	\$ 3,476,548
Restricted cash	93,425	99,423
Accounts receivable, net of allowance for doubtful accounts	888,387	1,025,322
Grants receivable	58,222	50,341
Prepaid expenses	379,559	360,389
Property and equipment, net	<u>2,064,440</u>	<u>2,147,443</u>
 Total assets	 <u>\$ 7,137,383</u>	 <u>\$ 7,159,466</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 2,134,786	\$ 1,963,800
Estimated third-party liability	1,121,051	1,311,720
Loan fund	89,383	89,294
Notes payable	<u>845,882</u>	<u>1,083,830</u>
 Total liabilities	 <u>4,191,102</u>	 <u>4,448,644</u>
Net assets		
Unrestricted	2,862,889	2,593,985
Temporarily restricted	<u>83,392</u>	<u>116,837</u>
 Total net assets	 <u>2,946,281</u>	 <u>2,710,822</u>
 Total liabilities and net assets	 <u>\$ 7,137,383</u>	 <u>\$ 7,159,466</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, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Changes in unrestricted net assets		
Public support and revenue		
Medicaid revenue	\$ 26,026,898	\$ 23,324,616
Medicare revenue	161,239	184,278
Client resources	1,685,020	1,613,918
Contract revenue	1,517,328	1,461,970
Grant income	579,929	613,657
Interest income	209	46
Other program revenue	376,241	328,173
Public support	81,380	71,576
Other revenue	<u>86,683</u>	<u>173,780</u>
Total public support and revenue	30,514,927	27,772,014
Net assets released from restrictions	<u>42,366</u>	<u>47,114</u>
Total public support, revenue, and releases	<u>30,557,293</u>	<u>27,819,128</u>
Expenses		
Program services		
Case management	938,043	854,809
Day programs and community support	4,429,035	3,984,617
Early support services and youth and family	3,751,013	3,290,272
Family support	530,399	562,283
Residential services	5,316,539	4,873,525
Combined residential, day and consolidated services	7,662,051	7,100,007
Adult services	2,443,596	2,241,375
Emergency services	561,016	399,991
Other	<u>1,516,784</u>	<u>1,195,379</u>
Total program expenses	27,148,476	24,502,258
Supporting services		
General management	<u>3,139,913</u>	<u>3,063,444</u>
Total expenses	<u>30,288,389</u>	<u>27,565,702</u>
Change in unrestricted net assets	<u>268,904</u>	<u>253,426</u>
Changes in temporarily restricted net assets		
United Way allocation	8,921	17,251
Grant income - New Hampshire Department of Transportation	-	146,374
Net assets released from restrictions	<u>(42,366)</u>	<u>(47,114)</u>
Change in temporarily restricted net assets	<u>(33,445)</u>	<u>116,511</u>
Change in net assets	235,459	369,937
Net assets, beginning of year	<u>2,710,822</u>	<u>2,340,885</u>
Net assets, end of year	<u>\$ 2,946,281</u>	<u>\$ 2,710,822</u>

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

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

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2018

	Case 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												
Municipal revenue	\$ 826,807	\$ 3,817,191	\$ 3,754,871	\$ 288,438	\$ 6,148,861	\$ 7,867,290	\$ 3,861,480	\$ 48,878	\$ 41,463	\$ 20,820,880	\$ -	\$ 20,820,880
Madison revenue	-	10,867	-	-	-	188,262	-	-	-	188,262	-	188,262
Client revenues	33,886	86,442	344,211	-	785,884	343,763	188,483	22,887	2,882	1,685,529	-	1,685,529
Contract revenue	76,884	217,264	482,880	76,179	11,880	46,478	42,278	174,288	166,888	1,305,888	211,818	1,517,706
Grant income	-	30,180	17,788	16,888	-	884	88,788	1,127	373,278	678,678	3,888	678,678
Interest income	-	-	-	-	-	-	-	-	-	-	388	388
Other program revenue	-	62,810	38,272	-	-	-	721	-	288,482	379,211	8,888	379,211
Public support	18,844	4,387	3,888	19,347	77	3,881	3,188	-	38,288	73,881	7,428	81,388
Other revenue	1,188	2,888	188	88	24,881	24	11,288	-	26,188	78,784	18,818	98,882
Total functional public support and revenue	1,048,987	4,118,886	4,638,888	371,879	6,886,888	8,288,641	3,412,488	248,888	885,872	38,274,781	748,228	38,914,987
Net assets released from restatements	1,277	-	7,844	-	-	-	-	-	33,485	42,388	-	42,388
Total public support, revenue and releases	1,042,234	4,118,886	4,637,848	371,879	6,886,888	8,288,641	3,412,488	248,888	919,817	38,217,087	748,228	38,965,273
Expenses												
Salaries and wages	672,882	2,328,288	2,283,878	188,488	882,271	1,847,748	1,728,814	284,888	777,873	16,786,118	2,812,818	12,787,834
Employee benefits	127,288	881,823	817,884	38,722	185,144	288,282	178,488	47,888	228,287	3,223,843	481,227	7,424,978
Payroll taxes	42,888	188,228	172,818	18,428	48,224	148,888	87,418	17,287	74,478	788,178	138,188	824,282
Contracted substitute staff	-	8,288	2,888	-	-	-	2,888	-	-	13,888	83,782	87,878
Client investment services	-	9,212	9,218	222,841	2,828,788	1,882,298	2,818	3	11,288	6,188,288	247	6,188,823
Client therapies	18,827	68,887	112,227	1,228	788	14,888	82,188	-	-	278,818	8	278,822
Professional fees and consultants	37,881	83,883	88,778	8,748	29,882	41,488	88,878	228,748	27,788	678,188	88,287	881,882
Subcontractors	-	284,887	-	-	1,241,288	2,787,823	-	-	-	4,442,888	-	4,442,888
Staff development and training	6,188	17,878	38,728	2,788	2,821	8,842	12,888	888	8,274	88,777	88,288	148,848
Fuel	-	88,488	84,488	-	3,188	27,818	81,828	6,884	18,848	288,418	18,848	278,864
Utilities	8,884	44,814	18,888	1,512	8,847	12,482	11,888	4,214	28,228	128,888	27,822	183,811
Building maintenance and repairs	22,214	88,814	48,288	3,882	37,188	83,827	14,888	812	38,888	282,884	28,848	292,732
Other necessary costs	8,823	42,828	13,823	844	3,823	8,884	4,713	-	23,783	182,482	8,482	188,824
Office	12,181	88,288	87,182	2,888	18,878	18,828	22,784	4,728	28,782	287,788	78,872	383,487
Building and housing	3,288	28,884	18,428	888	7,881	8,782	7,878	888	82,288	82,288	8,782	71,847
Client transportation	1,888	18,288	4,882	3,882	8,878	81,884	5,428	57	8,417	188,288	2,888	111,288
Medical	-	881	888	-	372	-	887	88	848	2,981	733	3,724
Equipment maintenance	11,888	44,282	17,422	2,288	7,817	18,882	28,818	2,888	12,824	182,788	28,282	188,281
Depreciation	22,881	112,882	78,272	4,882	22,888	38,788	48,128	8,718	22,718	284,884	82,881	438,888
Advertising	488	1,714	877	887	34	218	1,183	13	348	5,318	883	6,388
Printing	-	-	3,782	-	-	-	-	-	343	4,178	88	4,288
Telephone and communications	9,888	28,828	38,827	1,884	2,812	8,814	22,188	2,714	18,288	122,824	24,878	147,884
Postage and shipping	888	4,788	3,828	162	878	1,221	3,228	478	3,888	18,418	1,827	21,847
Transportation	14,822	288,281	41,848	4,887	11,728	182,283	32,187	2,778	27,888	682,843	18,888	888,243
Assistance to individuals	18,284	9,271	1,818	87,278	8,271	88,248	828	97	28,187	188,828	1,888	288,718
Insurance	12,211	88,414	48,871	1,888	12,471	18,287	2,831	11,488	182,244	38,844	38,844	22,888
Membership dues	47	1,487	4,741	18	48	73	2,882	18	87,788	98,281	12,288	188,887
Interest	3,188	8,718	3,884	487	2,887	4,788	2,887	237	2,778	28,118	3,848	33,888
Other	-	1,181	-	-	1,287	-	-	8	2,888	18,772	4,288	28,228
Total expense	638,843	4,878,828	3,781,812	838,288	8,318,828	7,882,281	2,442,888	881,818	1,818,784	27,148,478	3,188,812	30,288,288
Income (losses) to unrestricted net assets	\$ 184,241	\$ (76,888)	\$ 888,824	\$ (188,828)	\$ 1,872,848	\$ 718,888	\$ 888,888	\$ (218,288)	\$ (888,787)	\$ 3,188,891	\$ (2,988,487)	\$ 288,924

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, 2017

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Residential Day and Case/Supported Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 646,888	\$ 3,739,132	\$ 3,238,868	\$ 284,267	\$ 8,268,380	\$ 7,161,646	\$ 2,338,462	\$ 71,269	\$ 26,492	\$ 23,324,616	\$ -	\$ 23,324,616
Medicare revenue	-	14,393	-	-	-	-	188,389	-	-	184,279	-	184,279
Client resources	39,686	96,731	382,368	-	861,623	246,283	172,209	29,338	-	1,046,464	622,897	1,615,918
Contract revenue	69,213	294,842	372,377	76,873	-	-	13,469	143,981	179,821	1,189,600	261,927	1,461,978
Grant income	-	79,162	78,862	29,871	4,888	4,232	60,202	-	347,789	693,248	-	693,248
Interest income	-	-	-	-	-	-	-	-	-	-	-	48
Other program revenue	-	79,287	-	-	-	-	-	-	342,888	322,173	-	664,861
Public support	16,889	6,798	2,423	11,816	-	-	800	-	28,194	63,997	7,699	71,979
Other revenue	481	4,288	94	-	23,129	1,841	12,843	36	118,791	161,978	13,244	173,790
Total functional public support and revenue	866,266	4,208,638	4,042,793	306,916	8,074,864	7,636,966	2,864,672	243,791	940,583	27,496,246	306,796	27,772,014
Net assets released from restatements	4,137	-	13,984	-	-	-	-	-	29,383	47,514	-	47,514
Total public support, revenue and releases	870,403	4,208,638	4,056,777	306,916	8,074,864	7,636,966	2,864,672	243,791	970,046	27,513,362	306,796	27,819,122
Expenses												
Salaries and wages	622,318	2,884,823	2,883,469	137,836	692,972	1,766,818	1,482,731	353,989	642,244	9,448,613	1,829,861	11,268,673
Employee benefits	122,476	600,247	479,848	54,866	141,283	184,172	260,767	86,209	211,896	1,026,261	429,130	2,366,471
Payroll taxes	36,814	183,381	186,511	10,261	44,884	128,261	82,176	18,809	63,946	700,258	153,322	853,587
Contracted substitute staff	-	7,862	-	-	-	-	-	-	-	7,862	-	15,689
Client treatment services	-	7,119	4,889	249,463	2,934,382	1,744,782	3,176	-	22,191	4,986,623	428	4,987,043
Client therapies	23,873	957	63,862	1,844	13,264	21,981	72,266	-	-	226,889	1,784	276,673
Professional fees and consultants	49,178	66,243	68,473	8,377	21,342	32,868	47,863	31,478	21,209	221,461	77,861	309,212
Subcontractors	-	600,971	-	-	1,816,731	2,821,987	-	-	-	4,347,789	-	4,347,789
Staff development and training	2,864	12,739	17,872	2,817	2,721	4,909	12,171	1,212	6,873	61,777	31,822	93,299
Fleet	-	91,786	66,979	-	2,709	38,800	71,796	6,460	28,883	299,643	16,261	366,014
Utilities	-	42,768	18,477	1,827	4,188	17,718	21,269	8,236	29,824	132,339	43,630	175,972
Building maintenance and repairs	757	41,473	37,849	6,467	8,819	67,430	46,217	449	16,264	221,823	62,381	284,222
Other occupancy costs	2,464	38,888	13,486	777	2,328	6,179	8,143	-	19,463	94,923	6,884	109,967
Office	7,791	41,849	46,843	2,264	6,184	6,277	29,199	7,126	12,848	102,889	62,189	225,000
Building and housing	47	19,489	6,816	720	1,841	6,221	7,491	482	41,489	41,489	16,424	96,814
Client commodities	392	39,836	2,253	6,862	4,266	79,642	6,937	181	1,261	139,947	6,896	146,143
Medical	-	387	481	-	22	-	796	84	328	2,122	174	2,296
Equipment maintenance	3,888	32,843	26,478	2,848	4,818	7,747	16,113	2,291	10,973	116,467	20,248	136,815
Depreciation	28,263	124,961	62,963	6,878	26,816	26,814	37,877	6,189	24,441	262,228	80,824	442,783
Advertising	122	821	689	49	149	224	996	79	2,168	4,824	3,296	8,120
Printing	309	571	4,864	771	121	283	328	71	296	3,644	1,174	5,818
Telephone and communications	12,893	24,446	24,919	2,818	3,146	7,841	24,746	2,886	13,884	126,848	31,402	157,649
Postage and shipping	726	4,687	4,948	216	891	1,819	2,089	649	3,224	17,963	6,104	23,967
Transportation	13,822	189,843	37,839	2,979	14,413	132,494	33,737	2,862	10,881	447,298	21,888	469,383
Activities for individuals	12,464	29,214	1,873	86,929	2,445	16,222	997	89	29,289	179,917	1,918	171,822
Insurance	8,221	26,183	23,408	1,997	9,162	11,060	22,298	3,848	8,046	129,794	31,767	161,561
Membership dues	132	1,468	1,226	49	389	196	5,482	164	177	7,238	69,183	76,382
Interest	666	18,876	1,786	613	2,708	4,278	4,264	818	4,833	49,843	4,864	48,547
Other	26	182	182	8	29	37	97	18	28,827	29,179	(889)	28,231
Total expenses	894,609	3,864,817	3,299,272	982,253	4,873,525	7,199,897	2,241,276	399,961	1,186,278	24,992,259	3,263,444	27,986,702
Increase (decrease) to unrestricted net assets	\$ 107,583	\$ 279,222	\$ 754,999	\$ (193,287)	\$ 1,201,239	\$ 438,969	\$ 712,297	\$ (164,299)	\$ (224,833)	\$ 2,911,104	\$ (2,787,078)	\$ 253,426

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, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 235,459	\$ 369,937
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	436,895	442,753
Change in allowance for doubtful accounts	44,946	(180,000)
Grant revenue for capital purchases	-	(146,374)
Gain on sale of assets	(775)	-
(Increase) decrease in		
Restricted cash	5,998	3,234
Accounts receivable, trade	91,989	684,425
Grants receivable	(7,881)	200,495
Prepaid expenses	(19,170)	(168,374)
Increase (decrease) in		
Accounts payable and accrued expenses	170,986	(35,598)
Estimated third-party liability	(190,669)	930,248
Loan fund	<u>89</u>	<u>90</u>
Net cash provided by operating activities	<u>767,867</u>	<u>2,100,836</u>
Cash flows from investing activities		
Acquisition of equipment	(353,892)	(605,971)
Proceeds from sale of equipment	<u>775</u>	<u>-</u>
Net cash used by investing activities	<u>(353,117)</u>	<u>(605,971)</u>
Cash flows from financing activities		
Proceeds from long-term borrowings	-	321,350
Principal payments on long-term borrowings	(237,948)	(366,763)
Grant revenue for capital purchases	<u>-</u>	<u>146,374</u>
Net cash used by financing activities	<u>(237,948)</u>	<u>100,961</u>
Net increase in cash and cash equivalents	176,802	1,595,826
Cash and cash equivalents, beginning of year	<u>3,476,548</u>	<u>1,880,722</u>
Cash and cash equivalents, end of year	<u>\$ 3,653,350</u>	<u>\$ 3,476,548</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, 2018 and 2017

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>2018</u>	<u>2017</u>
Funds received	\$ 30,156	\$ 25,074
Funds disbursed	<u>19,685</u>	<u>23,131</u>
	<u>\$ 10,471</u>	<u>\$ 1,943</u>

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

Funds received	\$ 370,780
Funds disbursed	<u>277,309</u>
	<u>\$ 93,471</u>

1. Summary of Significant Accounting Policies

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).

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

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

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:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

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

Permanently restricted net assets - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2018 and 2017, the Organization had no permanently restricted net assets.

Contributions

Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets 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 unrestricted support 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.

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

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

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 repurchase agreements as of June 30, 2018 and 2017.

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, 2018 and 2017, allowances were recorded in the amount of \$416,046 and \$371,100, respectively.

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 over the assets' useful lives. The Organization reclassifies temporarily restricted net assets to unrestricted net assets 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

During 2017, the Organization updated its fixed asset capitalization policy from \$500 to \$2,000.

Estimated Third-Party Liability

The Organization's estimated third-party liability consist 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.

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

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

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. 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, 2018 and 2017, the Organization held cash totaling \$89,383 and \$89,294, 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, 2018 and 2017, the Organization held cash totaling \$4,042 and \$10,129, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2018</u>	<u>2017</u>
Land and buildings	\$ 1,908,893	\$ 1,859,893
Building improvements	1,687,705	1,713,390
Vehicles	848,507	912,549
Equipment and furniture	<u>2,831,525</u>	<u>3,051,825</u>
	7,276,630	7,537,657
Less accumulated depreciation	<u>5,212,190</u>	<u>5,390,214</u>
	<u>\$ 2,064,440</u>	<u>\$ 2,147,443</u>

4. 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 2.85% and 5.25% at June 30, 2018 and 2017, respectively. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2018 and 2017, there was no outstanding balance on the line of credit.

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

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

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 increases to 1.75% over the FHLB index., which was 2.85% at June 30, 2018. The line of credit has a maturity date of October 6, 2024.

5. Notes Payable

Notes payable consisted of the following:

	<u>2018</u>	<u>2017</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).	\$ 181,885	\$ 222,513
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.	146,556	259,252
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.	114,621	154,285
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.	125,060	140,053
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.	117,996	131,350
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.	<u>159,764</u>	<u>176,377</u>
	<u>\$ 845,882</u>	<u>\$ 1,083,830</u>

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

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

5. Notes Payable (continued)

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

2019	\$ 253,825
2020	171,365
2021	139,294
2022	109,582
2023	59,322
Thereafter	<u>112,494</u>
	<u>\$ 845,882</u>

Cash paid for interest approximates interest expense.

6. Temporarily Restricted Net Assets

At June 30, 2018 and 2017, temporarily restricted net assets were \$83,392 and \$98,127, respectively. The Organization's restricted assets consist of vehicles and equipment contributed to the Organization from the State of New Hampshire under grant programs. The contributed vehicles are to be used for the transportation of the Organization's clients.

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 \$275,954 in 2018 and \$266,914 in 2017.

Future minimum operating lease payments are as follows:

2019	\$ 378,399
2020	387,467
2021	370,685
2022	355,091
2023	289,787
Thereafter	<u>2,473,650</u>
	<u>\$ 4,255,079</u>

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

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

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, 2018 and 2017, approximately 85% and 84%, 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>2018</u>	<u>2017</u>
Developmental Services	\$ 549,635	\$ 834,364
Behavioral Health Services	<u>115,373</u>	<u>106,029</u>
	<u>\$ 665,008</u>	<u>\$ 940,393</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. The Organization is currently in the process of extending its designation with the Bureau of Developmental Services.

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.

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

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

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 2018 and 2017, 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, 2018 were \$231,226 and during the year ended June 30, 2017 were \$223,108. The total expense for the year ended June 30, 2018 for the Developmental Services division was \$126,015, and for the Behavioral Health Services division was \$105,211. The total expense for the year ended June 30, 2017 for the Developmental Services division was \$124,981, and for the Behavioral Health Services division was \$98,127.

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 23, 2018, which is the date that the consolidated financial statements were available to be issued.

SUPPLEMENTARY INFORMATION

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

Consolidating Statements of Financial Position

June 30, 2018 and 2017

	2018					2017						
	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	\$ 1,781,558	\$ 1,797,812	\$ 709	\$ 93,471	\$ -	\$ 3,662,360	\$ 2,346,428	\$ 1,034,283	\$ 8,857	\$ 83,000	\$ -	\$ 3,478,548
Restricted cash	83,428	-	-	-	-	83,428	86,423	-	-	-	-	86,423
Accounts receivable, net of allowance for doubtful accounts	896,792	249,876	78	-	(91,168)	885,387	882,881	1,189,846	81	-	(1,037,586)	1,025,322
Grants receivable	11,846	47,176	-	-	-	58,222	12,451	37,880	-	-	-	50,341
Prepaid expenses	212,199	167,369	-	-	-	379,568	196,522	173,887	-	-	-	360,389
Interest in net assets of subsidiaries	91,589	-	-	-	-	-	81,874	-	-	-	-	-
Property and equipment, net	1,718,822	344,818	-	-	-	2,063,640	1,782,348	283,023	-	-	(81,874)	2,147,443
Total assets	\$ 6,888,492	\$ 2,609,181	\$ 784	\$ 93,471	\$ (182,718)	\$ 7,127,332	\$ 5,352,027	\$ 2,835,051	\$ 8,818	\$ 83,000	\$ (1,118,540)	\$ 7,159,496
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	\$ 1,749,874	\$ 443,272	\$ 2,098	\$ -	\$ (91,168)	\$ 2,124,796	\$ 2,450,088	\$ 432,354	\$ 9,844	\$ -	\$ (1,037,586)	\$ 1,963,900
Revolvable advances	846,787	186,284	-	-	-	1,121,861	1,083,873	227,847	-	-	-	1,311,720
Loan fund	89,383	-	-	-	-	89,383	88,294	-	-	-	-	88,294
Notes payable	731,289	114,822	-	-	-	846,111	828,244	154,288	-	-	-	1,082,532
Total liabilities	3,811,454	728,168	2,098	-	(91,168)	4,191,192	4,491,778	814,487	9,844	-	(1,037,586)	4,448,644
Net assets (deficit)												
Unrestricted	984,898	1,868,182	(1,812)	93,471	(91,889)	2,642,899	573,411	2,020,574	(1,028)	83,000	(81,874)	2,593,985
Temporarily restricted	82,322	-	-	-	-	82,322	118,837	-	-	-	-	118,837
Total net assets (deficit)	1,078,022	1,868,182	(1,812)	93,471	(91,889)	2,849,291	690,248	2,020,574	(1,028)	83,000	(81,874)	2,710,822
Total liabilities and net assets (deficit)	\$ 6,888,492	\$ 2,609,181	\$ 784	\$ 93,471	\$ (182,718)	\$ 7,127,332	\$ 5,352,027	\$ 2,835,051	\$ 8,818	\$ 83,000	\$ (1,118,540)	\$ 7,159,496

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

Consolidating Statements of Activities

Years Ended June 30, 2018 and 2017

	2018					Consolidated Totals	2017					Consolidated Totals
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations		Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	
Changes in unrestricted net assets (deficit)												
Public support and revenue												
Medicaid revenue	\$ 19,481,832	\$ 8,548,806	\$ -	\$ -	\$ -	\$ 28,030,638	\$ 17,477,740	\$ 5,848,878	\$ -	\$ -	\$ -	\$ 23,326,618
Medicare revenue	-	161,239	-	-	-	161,239	-	164,278	-	-	-	164,278
Client revenues	1,314,818	379,802	-	-	-	1,694,620	1,223,062	390,858	-	-	-	1,613,920
Contract revenue	948,736	871,892	-	-	-	1,820,628	801,151	960,810	-	-	-	1,481,970
Grant income	189,782	420,177	-	-	-	609,959	221,845	381,772	-	-	-	603,617
Interest income	-	-	209	-	-	209	-	48	-	-	-	48
Other program income	376,341	-	-	-	-	376,341	328,173	-	-	-	-	328,173
Public support	42,687	8,537	-	30,188	-	81,412	40,259	8,247	-	25,074	-	73,580
Other revenue	88,818	40,328	8,842	-	(18,833)	118,155	139,713	18,010	100,302	-	(102,243)	173,780
Total public support and revenue	23,076,786	9,418,487	9,892	30,188	(18,833)	32,536,520	20,028,078	7,718,904	100,302	25,074	(102,243)	27,777,014
Net assets released from restrictions	42,388	-	-	-	-	42,388	41,258	5,758	-	-	-	47,016
Total public support, revenue and reclassifications	23,119,174	9,418,487	9,892	30,188	(18,833)	32,578,908	20,079,336	7,724,662	100,302	25,074	(102,243)	27,824,030
Expenses												
Program services												
Case management	838,843	-	-	-	-	838,843	854,808	-	-	-	-	854,808
Day programs and community support	3,821,228	867,887	-	-	-	4,689,115	3,287,428	887,188	-	-	-	4,174,616
Early support services and youth and family	1,234,180	2,816,912	-	-	-	4,051,092	3,761,813	2,374,387	-	-	-	6,136,200
Family support	638,389	-	-	-	-	638,389	882,283	-	-	-	-	940,666
Residential services	8,316,838	-	-	-	-	8,316,838	4,873,525	-	-	-	-	4,873,525
Combined residential, day and consolidated services	7,962,861	-	-	-	-	7,962,861	7,100,007	-	-	-	-	7,100,007
Adult services	184,446	2,289,188	-	-	-	2,473,634	192,802	2,048,773	-	-	-	2,241,575
Emergency services	-	881,818	-	-	-	881,818	-	389,981	-	-	-	389,981
Other	488,204	1,028,888	8,848	18,888	(9,848)	1,525,172	408,108	788,138	101,271	23,131	(101,271)	1,199,376
Total program expenses	18,848,918	7,183,791	8,848	18,888	(9,848)	26,049,657	18,182,638	6,288,489	101,271	23,131	(101,271)	24,502,258
Supporting services												
General management	1,782,888	1,887,887	-	-	-	3,670,775	1,888,104	1,387,340	-	-	-	3,275,444
Total expenses	21,897,894	9,878,838	8,848	18,888	(9,848)	29,798,655	19,858,742	7,883,828	101,271	23,131	(101,271)	27,565,702
Change in unrestricted net assets (deficit)	421,280	(182,381)	(856)	11,300	(9,815)	258,508	211,592	41,832	(809)	1,943	(974)	253,426
Changes in temporarily restricted net assets												
United Way allocation	8,921	-	-	-	-	8,921	11,483	5,758	-	-	-	17,251
Grant income	-	-	-	-	-	-	146,374	-	-	-	-	146,374
Net assets released from restrictions	(42,388)	-	-	-	-	(42,388)	(41,258)	(5,758)	-	-	-	(47,016)
Change in temporarily restricted net assets	(33,467)	-	-	-	-	(33,467)	116,609	-	-	-	-	116,609
Change in net assets (deficit)	387,813	(182,381)	(856)	11,300	(9,848)	226,488	328,104	41,832	(809)	1,943	(974)	369,937
Net assets (deficit), beginning of year	899,248	2,629,874	(1,028)	83,899	(81,874)	2,719,139	382,144	1,878,741	(57)	81,057	(81,059)	2,340,815
Net assets (deficit), end of year	\$ 1,287,061	\$ 2,447,493	\$ (1,884)	\$ 95,199	\$ (91,722)	\$ 2,945,427	\$ 710,248	\$ 1,920,573	\$ (1,024)	\$ 82,999	\$ (82,033)	\$ 2,707,752



Community Partners BOARD OF DIRECTORS 2019-2020

PRESIDENT

Kathleen Boisclair (Joined 9/25/12)

TREASURER

Anthony Demers (Joined 01/20/15)

VICE PRESIDENT

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Sharon Reynolds (Joined 8/23/16)	Phillip Vancelette (Joined 5/31/17)	Gary Gletow (Joined 10/23/18)
Paula McWilliam (Joined 12/18/18)		

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,

Brian Collins

Page 2

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

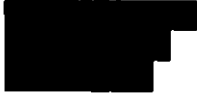
Master of Science in Clinical Psychology, 8/89

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

JANET SCOTT SALSURY, MSW, LICSW

OBJECTIVE: To obtain lasting human services experience by working with diverse populations in a progressive social environment. My focus includes striving to eliminate structural, cultural, and interpersonal oppression and societal barriers that exist in people's lives.

EDUCATION

- 1995 Master of Social Work, University of New England
1989 Bachelors of Arts: Psychology Major, University of New Hampshire

EMPLOYMENT

- 2018 – Present *Chief Clinical Officer: Community Partners*
- 2013 – 2018 *QI Director: Community Partners*
Responsibilities include quality oversight of all CMHC programming
- 2010 – 2013 *Acute Care Services Director: Community Partners*
Responsibilities include clinical, financial and quality oversight of the AOP Department, Acute Care Department and the Admissions Department at a Community Mental Health Center
- 2008 – 2014 *Director Of Clinical Services: Community Partners*
Responsibilities include clinical, financial and quality oversight of the AOP Department and the Children's Department at a Community Mental Health Center
- 2007 – 2008 *Director of Clinical Services: Community Partners*
Responsibilities include clinical, financial and quality oversight of the CSP Department and the Children's Department at a Community Mental Health Center
- 2002- 2006 *Director of Youth & Family Services: Community Partners*
Responsibilities include oversight and management of the Children's Department at a Community Mental Health Center
- 2001-2002 *Assistant Director of Youth & Family Services: Behavioral Health & Developmental Services of Strafford County*
- 2000-2001 *Assistant Director of Youth & Family Services: Strafford Guidance Center, Inc.*
- 1998-2000 *Manager of Children's Crisis Services: Strafford Guidance Center, Inc.*
Responsibilities include management of Adolescent Partial Hospitalization Program, the Crisis and Respite Beds and the Family and Community Support Programs.
- Provide clinical and administrative supervision to direct care staff
 - Program development within the Youth and Family Department.
 - Triage referrals for Children's crisis services and home based services
- 1995-1998 *Intensive Family Stabilization Therapist: Strafford Guidance Center, Inc.*
Provided intensive home based therapy services to families with a child in crisis.
- Home based therapy with a variety of families
 - Crisis Intervention and stabilization
 - Case Management
 - Member – Internal Planning Committee

1994-1995 Therapist – Social Work Internship: Child and Family Services

This program provides counseling services to children and families in Rockingham County, NH.

- Provided counseling to various populations, including families, couples, children and individuals
- Developed and facilitated parent education groups in the community
- Community outreach work
- Conducted telephone intake screenings
- Grant writing

1993-1994 School Social Worker – Social Work Internship: Winnacunnet High School, Special Services Department, Hampton NH

This program serves the educational and emotional needs of students who are identified as having special learning, emotional or developmental needs.

- Provided individual counseling to adolescents
- Facilitated a year long girls' support group
- Co-facilitated a weekly parent support group
- Provided home based family therapy
- Case Management

1993 (Summer) Crisis Intervention Counselor: Commonworks School/ Harbor Schools and Family Services, Merrimac MA

This program serves the educational, social and emotional needs of adolescents with emotional and/or behavioral difficulties.

- Developed and implemented individual students' educational goals
- Intervened, assessed and resolved crisis situations in the school

1990-1993 Child Care Counselor: The Spurwink School, Portland ME

This residential program served youth ages 10 to 18 with emotional and behavioral difficulties. The children have histories of severe family trauma, including physical, emotional and sexual abuse

- Developed and implemented residents' case plans
- Case Management
- Program development
- House management and supervision
- Trained new employees

PROFESSIONAL ASSOCIATIONS

Member, National Association of Social Workers
Licensed in New Hampshire as a Master of Social Work
Steering Committee Member, Seacoast Response Team through the Center for Trauma Intervention. This Team provides CISM following traumatic events involving youth in Strafford, Rockingham and York counties from 2000 to 2005

PROFESSIONAL TRAINING/SPECIALITIES

Therapy with children, families and couples
CISM Trained & CISM Trainer
EMDR Trained – Level I
TFT trained – Levels 1 & 2

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PROFESSIONAL TRAINING/SPECIALITIES

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CISM Trained & CISM Trainer

EMDR Trained – Level I

TFT trained – Levels 1 & 2

SHONA BAUM, LCSW

Program Director

2010 - 2011

Seneca Center, San Francisco, CA

Oversee Seneca's Intensive Treatment Foster Care Program; Provide supervision and oversight to Care Coordinators working in an intensive wrap-around services program.

Division Director

2005 - 2010

Westside Community Services, San Francisco, CA

Responsible for overall operations, contract maintenance, budget and personnel management for all programs in the Child, Youth and Family Division including: Welfare to work counseling center; the Ajani outpatient child and family mental health clinic ; Early childhood mental health consultation; SED Partnership, Youth Leadership and Substance Abuse Prevention.

Senior Clinical Supervisor

2004 - 2005

Westside Community Services, San Francisco, CA

Provided clinical supervision to staff clinicians and interns. Was responsible for clinical oversight of mental health services and coordination of Medical Utilization and Quality Control Committee.

Program Supervisor, Westside CalWORKs Counseling Services

2001 - 2005

Westside Community Services, San Francisco, CA

General oversight of outpatient program serving individuals and families in CalWORKs, SF County's welfare-to work program. Supervised staff of twenty providing therapy, case management, substance abuse treatment, groups and administrative support. Provided clinical supervision to clinical case managers. Worked closely with Department of Public Health and Department of Human Services to ensure program compliance and consumer satisfaction.

Family Services Director

1999 - 2001

Urban Services YMCA, San Francisco, CA

Designed and implemented innovative parent and child therapeutic support group called, "Parent and Child Unite/

Padres e Hijos Unidos" serving families in the Mission district. Supervised part-time staff of seven therapists and community facilitators. Provided training in group dynamics and group management. Provided family and individual therapy to youth and parents, facilitated parent psycho-educational group in English and Spanish

SHONA BAUM, LCSW

SUMMARY OF QUALIFICATIONS

- Successfully developed and expanded multiple culturally specific programs focusing on meeting the needs of traditionally under-served populations including Latino immigrant and African American communities.
- Implemented Balanced Score Card system and automated CANS assessment system to track and achieve high quality programming with outcomes-based results.
- Over five years providing clinical supervision focusing on culturally competent services.
- Over ten years experience providing direct services to Bay Area parents and children.
- Fluent in Spanish and certified to provide Spanish language therapeutic services and assessments.

WORK EXPERIENCE

The Director of Programs

2011 - 2014

Homeless Prenatal Program, San Francisco, CA

Responsible for the overall daily operations of the agency including supervision, planning, development, and implementation of all program services at the Homeless Prenatal Program. Served as part of the HPP Executive Team and Board Meeting representation. Directly supervised all program managerial staff including Associate Director of Programs and all Program Managers.

Oversaw all HPP programming including: Family Case Management, Child Welfare contracts, SF Family Resource Center contract, the Wellness Center, Centering Pregnancy and prenatal services, the Community Health Worker Program, Computer Center, Dependency Drug Court Service, Program Evaluation and Mental Health Consultation and supervision.

Psychotherapist

2003 - present

Private Practice, San Francisco, CA

Provide therapy to individuals, couples and families, including SF County Foster Care Mental Health and Access clients, assessments for AB3632 (School District Mental Health Services for children in Special Education). Areas of clinical expertise include CBT, trauma work and family and couples counseling.

Anthem Blue Cross, Cigna, Medical and Medicare provider

SHONA BAUM, LCSW

Foster Parent Recruiter/Intake Coordinator

1996 - 1998

Alternative Family Services, San Francisco, CA

Provided psycho-social assessment of foster parent applicants. Coordinated and ran 15 hour trainings in Spanish for new foster parents. Provided supervision for staff participating in trainings. Organized and implemented quarterly community outreach efforts and media campaigns. Planned, implemented and supervised volunteer speakers bureau. Provided supervision for MSW interns both in direct service and administrative tracks. Assessed and matched children referred to the agency with appropriate foster home settings. Coordinated pre-placement visits and acted as liaison between county workers and the foster home.

Case Manager

1995 - 1997

Alternative Family Services, San Francisco, CA

Provided bi-lingual clinical case management to foster children and foster parents. Duties included formulating and implementing treatment plans for each child and facilitating foster parent support group meetings.

PRESENTATIONS AND ACKNOWLEDGEMENTS

- *Tipping Point*
Case Notes and Documentation Training "The good, the bad and the hard to document"
- *CalWORKS Summit Presenter*
'Why can't you work?' A Look at Clients' Mental Health Barriers to Employment
- *Northern California Psychiatric Society 47th Annual Meeting Presenter*
'Collaborating with African American and Latino Families'
- *SF Mayor's Office on Disability Award*

EDUCATION AND FELLOWSHIPS

BA San Francisco State University, San Francisco, CA
MSW University of California Berkeley, Berkeley, CA
CHCF Health Care Leadership Fellow

LICENSES AND CERTIFICATIONS

California Licensed Clinical Social Worker License # LCS20092
NH Clinical Mental Health Counselor License pending
Certified Bi-Lingual Therapist, SF CBHS

ADDITIONAL SKILLS

- *Fluent in written and spoken Spanish*

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:

ProHealth NH

BUDGET PERIOD	FY20 - FY21		
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	\$213,000	0.00%	\$0.00
Kozak, Christopher, C. O. O.	\$89,610	5.00%	\$4,480.50
Bagdasarian, Suzanne, C.F.O.	\$105,000	0.00%	\$0.00
Salsbury, Janet, Chief Clinical Officer	\$84,460	5.00%	\$4,223.00
Baum, Shona, Project Director	\$48,360	67.00%	\$32,401.20
	\$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)			\$41,104.70

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.

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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5000 1-800-852-3345 Ext. 5000
Fax: 603-271-5058 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 16, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **retroactive sole source** agreement with the Community Partners, 113 Crosby Road, Suite 1, Dover, NH 03802 to implement person-centered Healthcare Homes that will ensure delivery of integrated primary care, community behavioral health care and wellness services for young people with serious mental illness (SMI) and serious emotional disturbance (SED), in an amount not to exceed \$408,191 to effective retroactively to October 1, 2018 upon Governor and Executive Council approval through June 30, 2019. 100% Federal Funds.

Name	Address	Vendor ID#	Amount
Community Partners of Strafford County	113 Crosby Rd., Suite 1, Dover, NH 03802	177278	\$408,191
		TOTAL	\$408,191

Funds are available in the following account for State Fiscal Year 2019.

Community Partners (Vendor ID# 177278)

05-95-92-922010-23400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH, DIVISION OF, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	TBD	\$408,191
			<i>Subtotal</i>	<i>\$408,191</i>

EXPLANATION

This request is **retroactive to October 1, 2018** because the grant funding was not accepted for expenditure until the October 3, 2018 Governor and Executive Council meeting.

This request is **sole source** because the grant application required the Department to name its partners, which are one (1) Community Mental Health Center (CMHC) that currently has working

relationships with Federally Qualified Health Center (FQHC), making them eligible to provide the service in accordance with the award from the Substance Abuse and Mental Health Administration (SAMHSA). The one (1) CMHC is ready and poised to participate in the project.

The Department received a grant award from SAMHSA beginning September 30, 2018 through September 30, 2023. These funds are entitled "ProHealth NH: New Hampshire Partnerships to Improve Health and Wellness for Young People with serious emotional disturbance (SED) and serious mental illness (SMI)." Funds in these agreements will be used to implement a person-centered Healthcare Home to ensure delivery of integrated primary care, community behavioral health care and wellness services for young people with serious mental illness (SMI) and serious emotional disturbance (SED) in their region.

The targeted population for this project includes individuals from sixteen (16) to thirty-five (35) years of age who have been identified as more difficult to engage in health care services, with a focus on cultural and linguistic minorities who are not yet engaged health care services. The goal of the project is to provide integrated health care and wellness intervention to the target population, in conjunction with providing behavioral health care, within the currently established Community Mental Health Centers (CMHCs). Services will focus on screening, detection and treatment of physical health conditions with a goal of preventing future issues and increasing engagement in overall self-care.

This contract supports the integrated work among the CMHCs and their regional Federally Qualified Health Center (FQHC) to provide integrated mental health homes. Specific health conditions targeted are obesity and tobacco smoking.

The five (5) key strategies for implementation of this project include:

- Utilization of experienced mental health providers;
- Co-location and integration of services;
- Engagement in care with support of peer community health workers;
- Utilization of nurse care coordinators to ensure overall coordination of care; and
- Use of health mentors to provide support for tailored services and incentives.

Transitional age young people, some of whom perceive themselves as invulnerable, require interventions with different content and foci than those designed for adults. Adaptations of typical care can address this group's cognitive immaturity, difficulty with abstraction and planning for the future, distrust of authority, and focus on peers. The integrated care program will provide culturally competent integrated care to improve health and wellness of young people with SED and SMI.

The one (1) vendor has served on average 500 youth and young adults age sixteen (16) to thirty-five (35) with SED or SMI in 2016. The Department anticipates that almost half will be willing to enroll in the program, either because they do not have a primary care provider or they would prefer on-site, integrated care. It is expected that the Department will enroll more than the projected 250 participants into the ProHealth NH programs at the one (1) regional participating partners.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- Increase in the proportion who receive a primary care visit each year;
- Increase in the proportion who receive health screening;
- Increase in the proportion who receive mental health screening;

- Increase in the proportion with health knowledge based on receiving health education for weight and tobacco;
- Increase in the proportion who engage in health behavior change activities, and
- Reduction in the number of young people who initiate smoking in year five (5) of the Contract compared to year one (1).

As referenced in the Exhibit C-1, Revisions to Standard Contract Language, of each contract; the Department reserves the right to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, culturally competent integrated care for approximately 250 young people with SED and/or SMI may not be available in the Dover and Strafford County regions.

Area served: Dover and Strafford County.

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA #93.243, Federal Award Identification Number (FAIN) #H79SM080245.

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

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: ProHealth NH: Partnerships to Improve Health and Wellness for Young People with SED and SMI (SS-2019-DBH-02-PROHE-01)


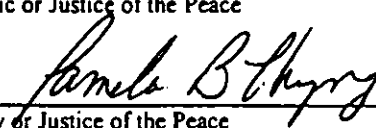

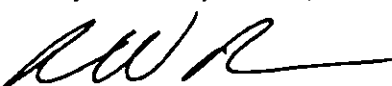
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH 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		1.4 Contractor Address 113 Crosby Road, Suite 1 Dover, NH 03802	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Number 05-095-092-922010-23400000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$408,191
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>10/11/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] - 		PAMELA BECKER THYNG, Notary Public State of New Hampshire My Commission Expires April 16, 2022	
1.13.2 Name and Title of Notary or Justice of the Peace Pamela Thyng - Grant Coordinator			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>10/17/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*
- 1.4. For the purposes of this contract, the population served includes:
 - 1.4.1. Young adults, for the purpose of this contract defined as individuals eighteen (18) to thirty-five (35) years of age; and
 - 1.4.2. Youth, for the purpose of this contract defined as individuals sixteen (16) and seventeen (17) years of age.
- 1.5. Services under this contract shall be provided to the population in 1.4. to individuals in Strafford County, New Hampshire (Region IX).
- 1.6. The Contractor shall implement a person-centered Integrated Healthcare Home to ensure delivery of integrated primary care, community behavioral health care and wellness services, through a multi-disciplinary team, to individuals with serious mental illness (SMI) and serious emotional disturbance (SED).

2. Scope of Work

- 2.1. The Contractor shall enter into an agreement with the Goodwin Community Health Federally Qualified Health Center (FQHC), to provide onsite, co-located primary care services.
- 2.2. The Contractor shall ensure that the FQHC is approved by the Health Resources & Services Administration (HRSA), Medicare, and Medicaid to deliver primary care services onsite at the Contractor's location.
- 2.3. The Contractor shall ensure the Integrated Healthcare Home is tailored to individuals with SMI and SED, utilizing strategies of care that include, but are not limited to:



Exhibit A

- 2.3.1. Providing education to individuals regarding ProHealth NH.
- 2.3.2. Incorporating person-centered health and mental health screenings into individual treatment planning;
- 2.3.3. Updating individual treatment plans on a quarterly basis for the duration of enrollment;
- 2.3.4. Ensuring that treatment planning considers and addresses:
 - 2.3.4.1. Engagement in developmentally appropriate education or employment activities;
 - 2.3.4.2. The need for intensive recovery supports, including Assertive Community Treatment, as appropriate; and
 - 2.3.4.3. The desire for better symptom management.
- 2.3.5. Ensuring treatment goals are:
 - 2.3.5.1. Individualized and person-centered.
 - 2.3.5.2. Inclusive of individual physical and behavioral health goals and needs.
 - 2.3.5.3. Reflective of the information in the care plan, which shall be shared with the Integrated Healthcare Home staff identified in Section 3 Staffing;
- 2.3.6. Engaging individuals who have not yet engaged in care, including but not limited to cultural/linguistic and sexual/gender minorities;
- 2.3.7. Utilizing nurse care coordinators to assist with coordination and integration of physical and behavioral health care for individuals with more complex needs to ensure proper integration of services; and
- 2.3.8. Providing wellness services tailored to the population that includes rewards via health mentors.
- 2.4. The Contractor shall deliver evidence-based practices (EBPs) to individuals with SMI and SED in a stepped approach that ensures feasibility and high quality program implementation including, but is not limited to:
 - 2.4.1. Supported Employment and Education;
 - 2.4.2. Assertive Community Treatment (ACT);
 - 2.4.3. Illness Management and Recovery;
 - 2.4.4. Trauma Focused Cognitive Behavioral Therapy;
 - 2.4.5. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH-ADTC);



Exhibit A

-
- 2.4.6. Decision Support for Psychopharmacology;
 - 2.4.7. Healthy Choices Health Changes; and
 - 2.4.8. Breathe Well Live Well
- 2.5. The Contractor shall meet with consultants who are experts in each practice to monitor EBPs. Upon completion of the annual monitoring meeting, the Contractor shall develop quality improvement plans as needed for further integration and development of EBPs.
- 2.5.1. The Contractor shall work with the program evaluator to conduct EBT focus groups and qualitative interviews and shall work with the Department to develop and deliver quarterly reports.
- 2.6. The Contractor shall provide integrated screenings, detection and treatment of physical health conditions to individuals with SED and SMI. The Contractor shall:
- 2.6.1. Implement co-located FQHC-delivered integrated primary care to treat chronic physical health conditions.
 - 2.6.2. Include well child and adult screenings, physical exams, immunizations and primary care treatment of physical illnesses.
 - 2.6.3. Enable seamless health and mental health screenings, reporting and communications, including a strategy for sharing care plans between physical and mental health care providers. This may include changes to the Contractor's electronic medical record (EMR).
 - 2.6.4. Collaborate with the Data and Evaluation Director to ensure that the health screen data can be compiled and reported in actionable reports.
 - 2.6.5. Screen and assess individuals for physical health and wellness by collecting the following information as services are being provided at different intervals:
 - 2.6.5.1. Medical history.
 - 2.6.5.2. Identified primary care provider.
 - 2.6.5.3. Past year contact with primary care provider.
 - 2.6.5.4. Past year physical exam and wellness visit.
 - 2.6.5.5. Height, weight, Body Mass Index (BMI) and waist circumference.
 - 2.6.5.6. Blood pressure.
 - 2.6.5.7. Tobacco use and/or breath carbon monoxide.
 - 2.6.5.8. Plasma glucose and lipids.



Exhibit A

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- 2.6.6. Refer individuals for appropriate Integrated Healthcare Home treatment services, as needed, based on the outcomes of the physical health and wellness screenings and assessments in 2.5.5.
- 2.7. The Contractor shall deliver integrated evidence-based screenings and treatment for behavioral health conditions with SED and SMI at evidence-based intervals. The Contractor shall:
- 2.7.1. Screen individuals for trauma, depression and substance use, medication misuse among youth, involvement or interest in employment and education, need for ACT services, desire for symptom management.
 - 2.7.2. Provide evidence-based pharmacologic treatment for behavioral health conditions, based on screenings and assessments utilizing decision aids for youth, young adults and caregivers.
 - 2.7.3. Develop wellness programs that include multiple options with health coaches to assist participants with selecting options that best match individual needs and interests. The Contractor shall ensure options include, but are not limited to:
 - 2.7.3.1. Breathe Well Live Well (BWLW) program designed for smokers with SMI that includes, but is not limited to:
 - 2.7.3.1.1. Referrals to an appropriate medical provider for discussion and prescription of cessation pharmacotherapy;
 - 2.7.3.1.2. Facilitated use of the New Hampshire Helpline telephone counseling service as well as online, text and application resources; and
 - 2.7.3.1.3. Structured rewards program for participation and initiating abstinence.
 - 2.7.3.2. Healthy Choices Healthy Changes (HCHC) program designed for individuals with SMI who are overweight or obese which includes, but is not limited to:
 - 2.7.3.2.1. Gym membership for twelve (12) months;
 - 2.7.3.2.2. Meetings with a trained Health Mentor;
 - 2.7.3.2.3. Weight Watchers membership for one (1) year;
 - 2.7.3.2.4. Support for use of Weight Watchers; and
 - 2.7.3.2.5. Structured rewards program for participation and initiating behavior change.
 - 2.7.3.3. Web-based Tobacco and Obesity Motivational Education Programs, which include, but are not limited to:



Exhibit A

- 2.7.3.3.1. Obesity, fitness and nutrition motivational education for overweight individuals; and
- 2.7.3.3.2. Tobacco motivational education for tobacco users.
- 2.8. The Contractor shall subcontract with identified project partners to provide access to the Web-based educational programs that:
 - 2.8.1. Are facilitated by health coaches; and
 - 2.8.2. Provide comprehensive, consistent, high quality tobacco education and obesity education with:
 - 2.8.2.1. Motivational intervention delivered consistently and conveniently.
 - 2.8.2.2. Minimal burden on clinical staff.
- 2.9. The Contractor shall identify the policy and financing policy changes required to sustain project activities within six (6) months of the contract effective date.

3. Staffing

- 3.1. The Contractor shall ensure staff for the ProHealth NH Integrated Healthcare Home is hired within ninety (90) days of the contract effective date, and shall include, but not be limited to:
 - 3.1.1. Site Project Director – 1 FTE. The Site Project Director shall possess an MA or MS in a health related field.
 - 3.1.2. Project Interviewer – 0.5 FTE. The Project Interviewer shall possess a Bachelor's degree.
 - 3.1.3. Data Entry Specialist – 1.0 FTE. The Data Entry Specialist shall possess a Bachelor's degree and be fluent in medical and psychiatric terminology as well as medical outcome data indicators.
 - 3.1.4. Community Mental Health Center (CMHC) Technology Support – 0.1 FTE. Technology support shall include, but is not limited to:
 - 3.1.4.1. Maintaining the electronic health record (EHR) and Clinician's Desk Top (CDT) systems in order to facilitate the accurate collection and reporting of data and access to a shared care plan by appropriate project staff;
 - 3.1.4.2. Facilitating the capacity to document new data elements in clinical records; and
 - 3.1.4.3. Facilitating the extraction of existing data.
 - 3.1.5. Consumer Expert Advisors – (.1 FTE Youth and .1 FTE Young Adult). Expert Advisors shall be participants involved with integrated care: BWLW and HCHC and shall:



Exhibit A

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- 3.1.5.1. Serve on the Advisory Council;
 - 3.1.5.2. Attend quarterly meetings with the Council;
 - 3.1.5.3. Attend follow-up quarterly meetings with the site leadership teams to provide input and feedback regarding the Health Home content and format of the Health Home services, as well as on the success and barriers to implementation; and
 - 3.1.5.4. Meet with the Program Evaluation Team twice yearly to provide feedback on the evaluation measures and protocols, particularly with respect to cultural sensitivity.
 - 3.1.6. Behavior Change Clinicians – 1 FTE. Behavior Change Clinicians must possess an MS/MA in psychology, social work, counseling and/or psychology and must be licensed to practice in New Hampshire.
 - 3.1.7. Health Mentors – .25 FTE. Health Mentors must possess a Bachelor's degree in psychology, social work, counseling or related field and must be credentialed as a fitness trainer.
 - 3.1.8. Community Mental Health Outreach Workers, also referred to as Community Mental Health Workers (CHWs) – .23 FTE, who shall work independently and collaboratively within a multi-disciplinary team in order to engage deaf, LGBT, refugee and immigrant and other vulnerable/underserved populations in services that will improve health and reduce risk behaviors and other activities appropriate to the roles, skills and qualities of a CHW.
 - 3.1.9. Registered Nurse (RN) or RN/C – .2 FTE, with license to practice in New Hampshire with at least two (2) years' experience in a primary care office setting who also possesses a valid
 - 3.2. The Contractor shall ensure the FQHC employs and maintains the following staff positions, to be located at the FQHC:
 - 3.2.1. Primary Care Advanced Practice Nurse or Physician – .15 FTE, who possesses a valid and unrestricted license to practice in his/her field with a minimum of two (2) years of experience in a primary care office setting.
 - 3.2.2. Primary Care Medical Assistant – .15 FTE, who must be certified as a medical assistant and possess at least one (1) year of experience providing care to an out patient population with a Multidisciplinary Medical Team.



4. Project Management

- 4.1. The Contractor shall meet with the FQHC team and Department staff on a weekly basis to develop a shared treatment plan, communication strategies, treatment team meeting schedules, consultation strategies and designated responsibilities for communications and interventions.
- 4.2. The Contractor shall track outcomes to ensure continuous quality improvement for the integrated care service.
- 4.3. The Contractor, in collaboration with consultants and the Department, shall create policies, procedure manuals and databases within three (3) months of the contract effective date.

5. Training

- 5.1. The Contractor, in conjunction with Department leaders and staff, shall ensure Consultants work with the Contractor's Project leader and staff and FQHC Primary Care (PC) Project leader and PC Providers to provide training and supervision, which shall include, but is not limited to:
 - 5.1.1. Initial two (2) full day trainings conducted no later than six (6) months from the contract effective date, at location(s) selected by the Contractor.
 - 5.1.2. One (1) hour of supervision shall be provided on-site on a weekly basis.
 - 5.1.3. Training on proper safeguarding of confidential information and 42 CFR Part 2 information in conformance with administrative rules, and state and federal laws.
 - 5.1.4. Additional trainings and supervision, as needed, to address newly identified needs and staff turnover, which may include but are not limited to:
 - 5.1.4.1. Overarching training on program goals and objectives including, but not limited to, training for primary care providers related to the CMHC system and services;
 - 5.1.4.2. Training for CMHC providers related to the primary care system, physical health, tracking health indicators and wellness.
 - 5.1.4.3. Training on medical 'vital signs' and laboratory screening procedures for psychiatrists, nurses, and other medical staff.
 - 5.1.4.4. Training on behavioral health 'vital signs' for all staff.
 - 5.1.4.5. Training on integration and communication strategies including, but not limited to, staff training to implement screenings into the workflow and to document screenings for health and behavioral health 'vital signs.'



Exhibit A

- 5.1.4.6. Training for Health Mentors and Health Behavior Change Specialists at time of hire.
- 5.1.4.7. Training for Contractor staff on Chronic Physical Health Conditions and Health Risk behaviors and use of decision aids and decision support for psychotropic medication use shall occur at least once with the Contract Period.

6. Data Collection and Reporting

- 6.1. The Contractor shall obtain consent from participants to collect data related to ProHealth NH and shall store consent forms in a locked file cabinet.
- 6.2. The Contractor shall ensure all releases of confidentiality and prohibitions on disclosure of information are in compliance with all administrative rules, and state and federal laws, including the prohibition for re-disclosure of 42 CFR Part 2 information.
- 6.3. The Contractor shall submit quarterly reports of de-identifiable and aggregate data to the Department and to the Substance Abuse and Mental Health Services Administration (SAMHSA) through a secure portal beginning ninety (90) days from the contract effective date.
- 6.4. The Contractor shall work with the Department to streamline, automate and align reporting with existing reports where possible.
- 6.5. The Contractor shall provide quarterly reports to the Department that include, but are not limited to:
 - 6.5.1. Number of participants screened for ProHealth NH during the quarter;
 - 6.5.2. Number of participants newly enrolled in ProHealth NH during the quarter;
 - 6.5.3. Number of participants who received ProHealth NH health and behavioral screening and assessments during the quarter;
 - 6.5.4. Number of participants screened for:
 - 6.5.4.1. Trauma;
 - 6.5.4.2. Depression;
 - 6.5.4.3. Substance use disorders;
 - 6.5.4.4. Medication use among youth;
 - 6.5.4.5. Involvement or interest in employment or education;
 - 6.5.4.6. Need for assertive community treatment; and
 - 6.5.4.7. Desire for symptom management.



Exhibit A

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- 6.5.4.8. Number of participants referred to each treatment based on needs identified in the screenings described in 6.4.3.1. (i.e., seven (7) treatment areas including, but not limited to MATCH, SE, ACT and IMR).
 - 6.5.5. National Outcome Measures (NOMs) obtained during the quarter;
 - 6.5.6. Total number of participants who received each of the screenings and assessments in 6.5.4. during the quarter;
 - 6.5.7. Total number of patients age sixteen (16) to thirty-five (35) in care at the CMHC during the quarter.
 - 6.6. The Contractor shall report on the following items through electronic medical record data reports on a quarterly basis:
 - 6.6.1. Number of participants in supportive housing or independent living programs during the quarter;
 - 6.6.2. Number of participants who attended social and rehabilitative programs during the quarter;
 - 6.6.3. Number of participants who participated in each of the EBP services listed in Section 2.5 during the quarter;
 - 6.6.4. Number of participants who attended a scheduled medical appointment during the quarter;
 - 6.6.5. Number of participants who attended a scheduled mental health appointment during the quarter;
 - 6.6.6. Number of participants who completed tobacco education during the quarter;
 - 6.6.7. Number of participants who completed obesity education during the quarter;
 - 6.6.8. Number of participants who attended Breath Well Live Well during the quarter;
 - 6.6.9. Number of participants who attended Health Choices Healthy Changes during the quarter; and
 - 6.6.10. Cumulative totals of participants engaged in each of the activities in Section 6.5.4. above.
 - 6.7. The contractor shall report on any additional data as requested by the Department on a quarterly basis, including, but not limited to:
 - 6.7.1. EBT focus groups and qualitative interviews;
 - 6.7.2. Participants' satisfactory performance in work and school settings;
 - 6.7.3. The level of compliance with prescribed medication regimes;



Exhibit A

- 6.7.4. The level of compliance with attending scheduled medical and behavioral health appointments; and
- 6.7.5. Any additional data specified by SAMHSA.

7. Quality Improvement Activities

- 7.1. The Contractor shall conduct quarterly QI meetings to evaluate if performance measures and project objectives have been met for the previous quarter in relation to the project implementation timeline.
- 7.2. The Contractor shall ensure participants at the quarterly meetings in Section 7.1, above, include, but are not limited to:
 - 7.2.1. Contractor Project Director;
 - 7.2.2. Department Project Director;
 - 7.2.3. Subcontracted Program Evaluator;
 - 7.2.4. QI Director;
 - 7.2.5. Clinical Director;
 - 7.2.6. Children's Service Director; and
 - 7.2.7. FQHC Administrative Director.
- 7.3. The Contractor shall ensure items to be reviewed at the quarterly QI meetings include, but are not limited to:
 - 7.3.1. Quarterly report submitted to SAMHSA;
 - 7.3.2. Feedback from the Advisory Council;
 - 7.3.3. Feedback from the Consumer Experts; and
 - 7.3.4. Feedback from SAMHSA.
- 7.4. The Contractor shall develop and update quarterly Written Action Plans to guide work, which shall be updated on a quarterly basis, or as needed.

8. Deliverables

- 8.1. The Contractor shall enter into an agreement with the FQHC to provide co-located, integrated primary care services no later than three (3) months from the contract effective date.
- 8.2. The Contractor shall ensure the FQHC is approved by HRSA, Medicare, and Medicaid to deliver primary care services onsite at the Contractor's location, no later than six (6) months from the contract effective date.



Exhibit A

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- 8.3. The Contractor shall ensure staff for the Integrated Healthcare Home is hired within ninety (90) days of the contract effective date.

9. Baseline Performance Measurements

- 9.1. The Contractor shall establish baseline rates for the following performance measures, reporting on the proportion of individuals enrolled in ProHealth NH who received the following:
- 9.1.1. Evidence-based mental health treatment for those whose mental health screening indicates a need;
 - 9.1.2. Health education for weight among those with higher than normal BMI as measured in health screening;
 - 9.1.3. Health education for tobacco among those who use tobacco as indicated in health screening;
- 9.2. The Contractor shall establish baseline rates for the following performance measures, reporting on the proportion of individuals enrolled in ProHealth NH who received the following health behavior change services:
- 9.2.1. Breath Well Live Well Tobacco Program for those who use tobacco;
 - 9.2.2. Healthy Choices Healthy Changes Weight, nutrition and fitness program for those with obesity.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with Federal Funds from the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA #93.243, Federal Award Identification Number (FAIN) #H79SM080245.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with Exhibit B-1 Budget.
 - 4.2. The Contractor shall submit invoices in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoices must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.3. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 4.6. Invoices shall be mailed to:

Financial Administrator
Department of Health and Human Services
Division for Behavioral Health
105 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining further approval from the Governor and Executive Council.

Exhibit B-1 Budget

**Behavioral Health & Developmental Services of Strafford County d/b/a Community Partners
SFY 2019 (10/1/18 - 6/30/19)**

Promoting Integration of Primary and Behavioral Health Care

Budget Narrative File for State FY2019

Community Partners				
A: Personnel				
Position	Name	Annual Salary	Level of Effort	Cost - Oct 2018 - June 2019
SITE Project Director	TBD	\$ 70,000	100%	\$ 52,500
RN Care Coordinator	TBD	\$ 70,000	20%	\$ 10,500
Behavior Change Clinician	TBD	\$ 45,000	100%	\$ 33,750
Health Mentor	TBD	\$ 37,500	25%	\$ 7,031
Evaluator/Interviewer	TBD	\$ 45,000	50%	\$ 16,875
Consumer expert advisor- Youth	TBD	\$ 35,000	10%	\$ 2,625
Consumer expert advisor - Young Adult	TBD	\$ 35,000	10%	\$ 2,625
CMHC IT Support	TBD	\$ 70,000	10%	\$ 5,250
CMHC Administrative Support	TBD	\$ 30,000	100%	\$ 22,500
Less Ramp up 1st Year				\$ (40,497)
Total Personnel				\$ 113,159

B. Fringe Benefits				
Component	Rate	Wage	Cost - Oct. 2018 - June 2019	
FICA & SUT	8.15%	\$ -	\$ 11,271	
Health, dental, disability, life insurance	36.9%	\$ -	\$ 50,980	
403(b)	3.0%	\$ -	\$ 4,148	
Workers' comp	3.0%	\$ -	\$ 4,148	
Total Fringe Benefits			\$ 70,527	

C: Travel				
Mileage	Local	15,800 miles	\$ 0.535	\$ 6,340

D: EQUIPMENT

E: SUPPLIES				
Items	Rate			Cost State FY19
Operational Supplies:				
Medical Supplies	333 visits/year x an average of \$3/visit			\$ 750
Office Supplies	\$1,000/month x 12 months			\$ 9,000
	Subtotal Operational Supplies			\$ 9,750
Start Up Supplies - 1 time costs				
Exam Tables	2 @ \$3,000 each			\$ 6,000
Wall mounted Vital Signs	2 @ \$1,500 each			\$ 3,000
Computers				\$ 4,000
	Subtotal Start up Supplies			\$ 13,000

Exhibit B-1 Budget

Total Supplies				\$	22,750
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F: CONTRACT				
Name	Service	Rate	Other (FTE)	Cost - Oct. 2018 - June 2019
FQHC Physician	TBD	\$ 190,000	15%	\$ 21,375
FQHC Medical Assistant	TBD	\$ 33,280	15%	\$ 3,744
COMMUNITY HLTH WRKR - LGBT & MINORITY	TBD	\$ 45,000	23%	\$ 7,763
FICA, SUT, HLTH & BFTS		\$ 33,492	22%	\$ 5,493
Evaluation contractor		\$ 52,780	25%	\$ 15,000
Training/supervision contractor Enrollment & Rewards		\$ 50		\$ 15,000
Training/supervision contractor InSHAPE youth		\$55/hr.		\$ 7,500
Training/supervision contractor Minority		\$ 32,240	25%	\$ 7,500
HIT improvement	TBD			\$ 22,500
Web-based Motivational Education contract				\$ 15,000
Less 10% ramp up for Medical Staff year 1				\$ (7,915.00)
Total Contracts:				\$ 112,060

G: CONSTRUCTION:				\$	30,155
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H: OTHER				
Items	Rate			Cost - Oct. 2018 - June 2019
Advertising and printing	\$100/month x 12 months			\$ 1,200
Postage	\$125/month x 12 months			\$ 1,500
Rewards Program		5 Year enrollment	5 Year cost	
Cessation rewards wk 1-wk4, wk 6,8,10,12 (\$30 each)		70	\$ 33,600	\$ 4,032
Weight watchers	15 sessions	50	\$ 24,000	\$ 2,880
Gym memberships	12 months	65	\$ 9,750	\$ 1,170
Fitness participation rewards	12 sessions	65	\$ 23,400	\$ 2,808
Quitline participation rewards		65	\$ 5,850	\$ 702
Tobacco education participation rewards		125	\$ 3,750	\$ 450
Obesity education participation rewards		125	\$ 3,750	\$ 450
Total Other				\$ 15,192
Total Direct Costs				\$ 371,083
Indirect Costs	Rate - 10%			\$ 37,108.30
Total Community Partners				\$ 408,191

Exhibit B-1 Budget

SS-2019-DBH-02-PROHE-01

Date 10/11/2018



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

2. Renewal

- 2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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



- 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.

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

10/11/2018
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

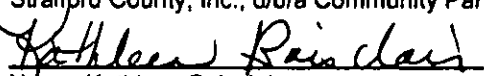
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

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.

10/11/2018
Date

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

Name: Kathleen Boisclair
Title: President



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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.

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

10/11/2018
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 Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor 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

Contractor Initials

K.B.

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

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

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

10/11/2018
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Exhibit G

Contractor Initials K.B.

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

Date 10/11/2018



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

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

10/11/2018
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY 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



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	<u>Behavioral Health & Developmental Services of</u>
The State	<u>Strafford County, Inc., d/b/a Community Partners</u>
<u>Katya S. Fox</u>	<u>Kathleen Boisclair</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Katya S. Fox</u>	<u>Kathleen Boisclair</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Director</u>	<u>President</u>
Title of Authorized Representative	Title of Authorized Representative
<u>10/16/18</u>	<u>10/11/2018</u>
Date	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

10/11/2018
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

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

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



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



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.).



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

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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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the ProHealth NH: Partnerships to Improve Health and Wellness
for Young People with SED and SMI**

This 1st Amendment to the ProHealth NH: Partnerships to Improve Health and Wellness for Young People with SED and SMI contract (hereinafter referred to as "Amendment #1") dated this 2nd day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Greater Nashua Mental Health Center at Community Council (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 West Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 14, 2018, (Item 13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions; Paragraph 2, Renewal; the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,723,549.
3. Amend Exhibit A, Scope of Services, Section 6. Data Collection and Reporting, to read:

6. Data Collection and Reporting

- 6.1. The Contractor shall obtain consent from participants to collect data related to ProHealth NH and shall store consent forms in a locked file cabinet.
- 6.2. The Contractor shall ensure all releases of confidentiality and prohibitions on disclosure of information are in compliance with all administrative rules, and state and federal laws, including the prohibition for re-disclosure of 42 CFR Part 2 information.
- 6.3. The Contractor shall work with the Department to streamline, automate and align reporting with existing reports where possible.



- 6.4. The Contractor shall submit de-identifiable and/or aggregate data to the Department.
- 6.5. The Contractor shall submit real-time National Outcome Measures (NOMs) data to the Substance Abuse and Mental Health Services Administration (SAMHSA) through a secure portal.
- 6.6. The Contractor shall submit real-time, New Hampshire specific evaluation data; as specified in Subsection 6.7 below, and as requested by the Department, to the Dartmouth-Hitchcock Evaluation Team through a secure portal.
- 6.7. The Contractor shall work with Dartmouth-Hitchcock to provide quarterly reports to the Department that include National Outcome Measure (NOMs) and New Hampshire specific CMHC data points including, but not limited to:
 - 6.7.1. Number of participants screened for ProHealth NH;
 - 6.7.2. Number of participants newly enrolled in ProHealth NH;
 - 6.7.3. Number of participants who received ProHealth NH health and behavioral screening and assessments;
 - 6.7.4. Number of participants screened for:
 - 6.7.4.1. Trauma;
 - 6.7.4.2. Depression;
 - 6.7.4.3. Substance use disorders;
 - 6.7.4.4. Medication use among youth;
 - 6.7.4.5. Involvement or interest in employment or education;
 - 6.7.4.6. Need for assertive community treatment; and
 - 6.7.4.7. Desire for symptom management.
 - 6.7.5. Number of participants referred to each treatment based on needs identified in the screenings described in Subsection 2.4. (i.e., eight (8) treatment areas including, but not limited to MATCH, SE, ACT and IMR);
 - 6.7.6. Total number of participants who received each of the screenings and assessments in 6.7.4;
 - 6.7.7. Total number of patients age sixteen (16) to thirty-five (35) in care at the CMHC; and
 - 6.7.8. National Outcome Measures (NOMs) obtained.



-
- 6.8. The Contractor shall report quarterly on the following items through electronic medical record:
- 6.8.1. Number of participants in supportive housing or independent living programs;
 - 6.8.2. Number of participants who attended social and rehabilitative programs;
 - 6.8.3. Number of participants who participated in each of the EBP services listed in Section 2.4;
 - 6.8.4. Number of participants who attended a scheduled medical appointment;
 - 6.8.5. Number of participants who attended a scheduled mental health appointment;
 - 6.8.6. Number of participants who completed tobacco education;
 - 6.8.7. Number of participants who completed obesity education;
 - 6.8.8. Number of participants who attended Breath Well Live Well;
 - 6.8.9. Number of participants who attended Health Choices Healthy Changes; and
 - 6.8.10. Cumulative totals of participants engaged in each of the activities in Section 6.7. above.
- 6.9. The Contractor shall report quarterly on any additional data as requested by the Department, including, but not limited to:
- 6.9.1. EBT focus groups and qualitative interviews;
 - 6.9.2. Participants' satisfactory performance in work and school settings;
 - 6.9.3. The level of compliance with prescribed medication regimes;
 - 6.9.4. The level of compliance with attending scheduled medical and behavioral health appointments; and
 - 6.9.5. Any additional data specified by SAMHSA.
4. Amend Exhibit A, Scope of Services, Section 8. Deliverables, to read:
- 8. Deliverables**
- 8.1. The Contractor shall enter into an agreement with the FQHC to provide co-located, integrated primary care services no later than three (3) months from the contract effective date.
 - 8.2. The Contractor shall ensure the FQHC is approved by HRSA, Medicare, and Medicaid to deliver primary care services onsite at the Contractor's location, no later than six (6) months from the contract effective date.
 - 8.3. The Contractor shall ensure staff for the Integrated Healthcare Home is hired within ninety (90) days of the contract effective date.



-
- 8.4. The Contractor shall subcontract with the Dartmouth-Hitchcock for its Evaluation Team to provide external evaluation services, training and supervision for the implementation of ProHealth NH evaluation and service activities no later than ten (10) months from the contract effective date.
 - 8.5. The Contractor shall subcontract with a software institution specified by the Department for the electronic monitoring and provision of gift card rewards to clients no later than ten (10) months from the contract effective date. Said gift cards will support rewards as specified in Subsections 2.3 and 2.7.
 - 8.6. The Contractor shall submit monthly reports on financial rewards distributed from advanced payments for rewards as specified in Subsections 2.3 and 2.7 to the Department.
5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B – Amendment #1
 6. Delete Exhibit B-1 Budget in its entirety and replace with Exhibit B-1 Budget – Amendment #1.
 7. Add Exhibit B-2 Budget – Amendment #1.
 8. Add Exhibit B-3 Budget – Amendment #1.



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/7/19
Date

[Signature]
Katja S. Fox
Director

Greater Nashua Mental Health Center
At Community Council

May 6, 2019
Date

[Signature]
Name: Charles D. Amore
Title: Pres. & CEO

Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough 5/6/2019, before the undersigned officer,
personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is
signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

PATRICIA S. PRINCE, Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires:





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

OFFICE OF THE ATTORNEY GENERAL

5/14/2019
Date

Nancy J. Smith
Name: Nancy J. Smith
Title: Sr. Asst. Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with Federal Funds from the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA #93.243, Federal Award Identification Number (FAIN) #H79SM080245.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with Exhibit B-1 Budget – Amendment #1, Exhibit B-2 Budget – Amendment #1 and Exhibit B-3 Budget – Amendment #1.
 - 4.1.1. Payment shall be on an advance payment basis for gift card reward expenses incurred in the fulfillment of this Agreement in accordance with Exhibit B-1 Budget – Amendment #1 (line item H, Rewards Program), Exhibit B-2 Budget – Amendment #1 and Exhibit B-3 Budget – Amendment #1; and as described in Exhibit A, Scope of Services, Subsections 2.3, 2.7, 8.5 and 8.6.
 - 4.2. The Contractor shall submit invoices in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoices must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.3. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 4.6. Invoices shall be mailed to:

Financial Administrator
Department of Health and Human Services
Division for Behavioral Health
105 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services; in this Exhibit B – Amendment #1 and within any Amendments to the Contract.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.



7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining further approval from the Governor and Executive Council.

Exhibit B-1 Budget - Amendment #1

Promoting Integration of Primary and Behavioral Health Care--SM-17-008

**Greater Nashua Mental Health Center
SFY 2019 (10/1/18-6/30/19)**

A. Personnel

Position	Name	Annual Salary	Level of Effort	Cost State FY19 Revised
Site Project Director	Sheila Considine Sweeney	\$ 70,000	100%	\$31,803
Behavior Change Clinician	Janette Trudo	\$ 50,000	100%	\$17,692
Behavior Change Clinician Coverage	TBD	\$ 50,000	0%	\$1,260
Health Mentor	Alexis Marsh	\$ 31,200	25%	\$3,450
Health Mentor Coverage	TBD	\$ 31,200	0%	\$786
Community Outreach Worker--Deaf Beh. Health (State-wide)	Hannah Long	\$ 34,000	60%	\$10,985
Interpreter--ASL (Deaf)	Ashley Woods	\$ 50,000	40%	\$9,262
Interpreter--other Lang.	TBD	\$ 51,000	10%	\$3,750
IT Staff				\$7,500
Data Entry / Admin. Support	Nathaniel Guidi	\$ 35,000	50%	\$6,825
Evaluator/Interviewer	Christine Gauvain	\$ 48,000	100%	\$14,769
Consumer expert advisor- Youth	TBD	\$ 35,700	10%	\$1,444
Consumer expert advisor- Young Adult	TBD	\$ 35,700	10%	\$1,444
Consumer expert advisor - Young Adult	TBD	\$ 35,700	10%	\$1,444
Less 10% Ramp up 1st Year				-\$11,242
Total Federal Request				\$101,172

Justification:

Positions reflect current salary costs at GNMH

B. Fringe

Component	Rate	Wage	Cost State FY19 Revised
Payroll Taxes / Benefits	28.00%	\$101,172	\$28,328
Total Federal Request			\$28,328

Justification: Fringe reflects current percentage of payroll Taxes and Benefits

C. Travel

Purpose	Location	Item	Rate	Cost State FY19 Revised
Local Mileage		3,000 miles	\$ 0.535	\$1,204
Total Federal Request				\$1,204

D. Equipment

Items	Rate	Other	Cost Per Year
Total Federal Request			\$0

E. Supplies / Other

Items	Rate	Other	Cost State FY19 Revised
Medical Supplies	Monthly \$ 208		\$ 1,872
Copier / Printer leases	Monthly \$ 250		\$ 2,250
Office Supplies	Monthly \$ 167		\$ 1,503
Postage	Monthly \$ 83		\$ 747
Lab	Monthly \$ 250		\$ 2,250

Subtotal - Office/Medical Supplies **\$ 8,622**

Start Up Cost	Item	Quantity	Unit Price	Cost State FY19 Revised
Equipment	Laptops	8	\$1,250.00	\$10,000.00
	Docking Stations	8	\$250.00	\$2,000.00
	Computer cabling			\$500.00
	AED	1	\$1,800.00	\$1,800.00
	Stadiometer	1	\$235.00	\$235.00
	Adult Bariatric Scale	1	\$1,500.00	\$1,500.00
	Breath carbon monoxide monitor			\$2,000.00
				\$18,035

Start Up Cost **\$18,035**

Total Supplies **\$ 26,657**

F. Contract

Name	Service	Rate	Other	Cost State FY19 Revised
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Exhibit B-1 Budget - Amendment #1

Promoting Integration of Primary and Behavioral Health Care--SM-17-008

Greater Nashua Mental Health Center SFY 2019 (10/1/18-6/30/19)

Primary Care - NP/PA	Kaleigh McA'Nulty	\$	100,000	15%	\$11,250
RN - Care Coordinator	Jodi Harper	\$	62,500	15%	\$7,031
Medical Provider Vacation Coverage	TBD	\$	100,000	0%	\$2,250
Medical Assistant	Pauline Cummings	\$	33,500	15%	\$3,769
Medical Assistant Vacation Coverage	TBD	\$	33,500	0%	\$754
Community Health Worker-multi-lingual	TBD	\$	37,500	50%	\$4,219
Community Health Worker-Gen. & LGBT	TBD	\$	37,500	15%	\$14,062
Intake Staff	Karen Deoleo	\$	29,500	15%	\$3,319

Evaluation contractor	Dartmouth Hitchcock				\$15,000
Training/supervision contractor Enrollment & Rewards	Dartmouth Hitchcock				\$15,000
Training/supervision contractor InSHAPE youth	Dartmouth Hitchcock				\$7,500
Training/supervision contractor Minority					\$7,500
Web-based Motivational education for tobacco and obesity	Dartmouth Hitchcock				\$15,000
IT Consultant for data extraction solution					\$10,800
Less 10% ramp up for Medical Staff for Year 1					-\$2,927
F. Contract Total Federal Request					\$114,527

G. Construction					N/A
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H. Other					
Items		Rate	Other		Cost State FY19 Revised
Advertising / Promotions					\$ 1,500
Rewards Program		5 Year enrollment	5 Year cost		
Cessation rewards wk 1-wk4, wk 6,8,10,12 (\$30 each)		70	\$33,600		\$4,032
Weight watchers	15 sessions	50	\$24,000		\$2,880
Gym memberships	12 months	65	\$9,750		\$1,170
Fitness participation rewards	12 sessions	65	\$23,400		\$2,808
Quitline participation rewards		65	\$5,850		\$702
Tobacco education participation rewards		125	\$3,750		\$450
Obesity education participation rewards		125	\$3,750		\$450

Total Other without Startup					\$18,992
Other Startup Costs					
Legal	CMHC/FQHC contract, shared releases, etc.				\$4,000
Total Other with Startup					\$17,992

Total Direct Cost \$289,880

Indirect Cost @ 35% \$127,312

TOTAL FEDERAL REQUEST (PROJECT) \$417,192

Exhibit B-2 Budget - Amendment #1

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD											
Bidder/Program Name: ProHealth NH: Partnerships to Improve Health and Wellness for Young People											
Budget Request for: Greater Nashua Mental Health Center of Community Council (Name of RFP)											
Budget Period: July 1, 2019 - June 30, 2020											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1 Total Salary/Wages	249,583.00	-	249,583.00	8,773.00	-	8,773.00	239,810.00	-	239,810.00	249,583.00	
2 Contract Services	67,147.00	-	67,147.00	-	-	-	67,147.00	-	67,147.00	67,147.00	
3 Consulting	-	-	-	-	-	-	-	-	-	-	
4 Equipment	-	-	-	-	-	-	-	-	-	-	
Rental	-	-	-	-	-	-	-	-	-	-	
Repair and Maintenance	-	-	-	-	-	-	-	-	-	-	
Purchase/Depreciation	-	-	-	-	-	-	-	-	-	-	
5 Supplies	15,783.00	-	15,783.00	-	-	-	15,783.00	-	15,783.00	15,783.00	
Educational	-	-	-	-	-	-	-	-	-	-	
Lab	-	-	-	-	-	-	-	-	-	-	
Pharmacy	-	-	-	-	-	-	-	-	-	-	
Medical	-	-	-	-	-	-	-	-	-	-	
Office	-	-	-	-	-	-	-	-	-	-	
6 Travel	5,539.00	-	5,539.00	-	-	-	5,539.00	-	5,539.00	5,539.00	
7 Occupancy	-	-	-	-	-	-	-	-	-	-	
8 Current Expenses	-	-	-	-	-	-	-	-	-	-	
Telephone	-	-	-	-	-	-	-	-	-	-	
Postage	-	-	-	-	-	-	-	-	-	-	
Subscriptions	-	-	-	-	-	-	-	-	-	-	
Audit and Label	-	-	-	-	-	-	-	-	-	-	
Insurance	-	-	-	-	-	-	-	-	-	-	
Rental Expenses	-	-	-	-	-	-	-	-	-	-	
9 Software	-	-	-	-	-	-	-	-	-	-	
10 Marketing/Communications	-	-	-	-	-	-	-	-	-	-	
11 Staff Education and Training	-	-	-	-	-	-	-	-	-	-	
12 Subcontracts/Agreements	179,400.00	-	179,400.00	-	-	-	179,400.00	-	179,400.00	179,400.00	
13 Other (Adv. & Client Support)	4,200.00	-	4,200.00	-	-	-	4,200.00	-	4,200.00	4,200.00	
Indirect	-	144,841.86	144,841.86	-	-	-	-	144,841.86	144,841.86	144,841.86	
TOTAL	438,342.86	144,841.86	583,184.72	8,773.00	-	8,773.00	429,569.86	144,841.86	574,411.72	583,184.72	

88-2019-DBH-02-PROHE-02-A01
Exhibit B-2 Budget - Amendment #1

Contractor Initials: **CA**
Date: **5/6/19**

Exhibit B-3 Budget - Amendment #1

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD									
Bidder/Program Name: ProHealth NH: Partnerships to Improve Health and Wellness for Young People									
Budget Request for: Greater Nashua Mental Health Center of Community Council (Name of RFP)									
Budget Period: July 1, 2020 - June 30, 2021									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DPH's contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	297,787.00	-	297,787.00	13,549.00	-	13,549.00	284,238.00	-	284,238.00
2. Employee Benefits	72,322.00	-	72,322.00	-	-	-	72,322.00	-	72,322.00
3. Consultants	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Rentals	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Depreciation	-	-	-	-	-	-	-	-	-
5. Supplies	8,617.00	-	8,617.00	-	-	-	8,617.00	-	8,617.00
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	-	-	-	-	-	-	-	-	-
6. Travel	2,850.00	-	2,850.00	-	-	-	2,850.00	-	2,850.00
7. Occupancy	-	-	-	-	-	-	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Telephone	-	-	-	-	-	-	-	-	-
Postage	-	-	-	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Reference	-	-	-	-	-	-	-	-	-
10. Marketing/Communications	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	-	-	-	-	-	-	-	-	-
12. Subcontracts/Agreements	144,263.00	-	144,263.00	-	-	-	144,263.00	-	144,263.00
13. Other (Adv & Client Support)	1,353.00	-	1,353.00	-	-	-	1,353.00	-	1,353.00
Indirect	-	199,280.00	199,280.00	-	-	-	-	199,280.00	199,280.00
TOTAL	497,302.00	199,280.00	696,582.00	13,549.00	-	13,549.00	483,753.00	199,280.00	683,033.00
Indirect As A Percent of Direct 34.0%									

86-2010-DSH-02-PROHE-03-A01
Exhibit B-3 Budget - Amendment #1

Contractor Initial: CA
Date: 5/6/19

**State of New Hampshire
Department of State**

RENEWAL CERTIFICATE OF REGISTERED TRADE NAME

OF

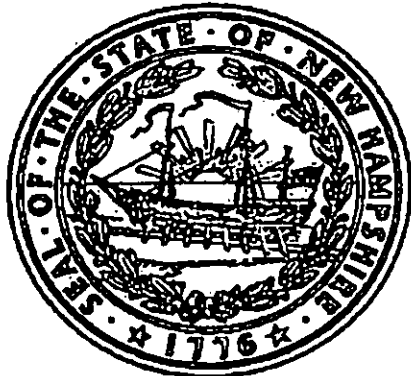
GREATER NASHUA MENTAL HEALTH CENTER AT COMMUNITY COUNCIL

This is to certify that **THE COMMUNITY COUNCIL OF NASHUA, N.H.** reregistered in this office as doing business under the Trade Name **GREATER NASHUA MENTAL HEALTH CENTER AT COMMUNITY COUNCIL**, at 100 W. Pearl Street, Nashua, NH, 03060, USA on 10/21/2018 12:00:00 AM.

The nature of business is **OTHER / Mental health facility**

Expiration Date: 10/21/2023 12:00:00 AM

Business ID: 604020



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of October A.D. 2018.

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

William M. Gardner
Secretary of State

State of New Hampshire

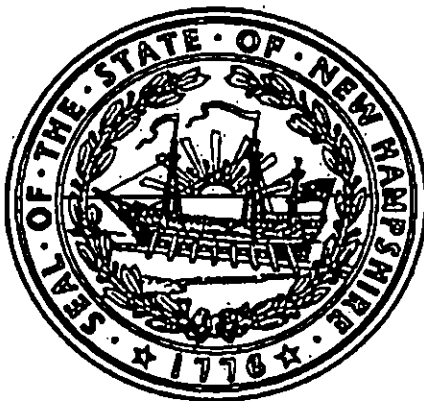
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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.

Business ID: 63050

Certificate Number: 0004194379



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 October A.D. 2018.

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

Business ID: 807172

Certificate Number: 0004503702



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

Filing History

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

Business Name	Business ID
Greater Nashua Mental Health Center at Community Council	604020

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0004194330	10/03/2018	10/21/2018	Trade Name Renewal	N/A
0004187610	09/21/2018	09/21/2018	Tradenname - Final Renewal Notice	N/A
0002931531	10/21/2013	10/21/2013	Name Renewal	N/A
0002931530	09/03/2013	09/03/2013	Tradenname - Final Renewal Notice	N/A
0002931529	04/04/2013	04/04/2013	Tradenname - First Renewal Notice	N/A
0002931528	10/21/2008	10/21/2008	Trade Name Registration	N/A

Page 1 of 1, records 1 to 6 of 6

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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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Filing History

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Business Name	Business ID
GREATER NASHUA MENTAL HEALTH	807172

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0004211169	11/13/2018	11/13/2018	Trade Name Registration	N/A

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CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted by the Board's Executive Committee
on May 6, 2019 (Date)

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

is hereby authorized on behalf of this Agency to enter into the said contract (Amendment #1 to the ProHealth NH: Partnerships to Improve Health and Wellness for Young People with SED and SMI) with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 6th day of May, 2019.
(Date Contract Signed)

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

of the Agency.

Tanya Spony
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 6th day of May, 2019.

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

Jessica R. Pietrowski
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2019

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

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

PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Cathy beauregard PHONE (A/C No. Ext): 603-882-2766 E-MAIL ADDRESS: mberube@eatonberube.com		FAX (A/C. No): 603-886-4230
	INSURER(S) AFFORDING COVERAGE		
INSURED COMCO3 Greater Nashua Mental Health Center at Community Council 100 West Pearl St Nashua NH 03060	INSURER A: Scottsdale Insurance Co		NAIC #
	INSURER B: Selective Insurance Group		14376
	INSURER C: Eastern Alliance Insurance Group		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1941218031

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:			OPS0069552	11/12/2018	11/12/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	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	11/12/2018	11/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMS0028274	11/12/2018	11/12/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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	03000011395901	1/15/2019	1/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

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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Greater Nashua

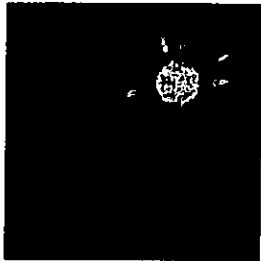
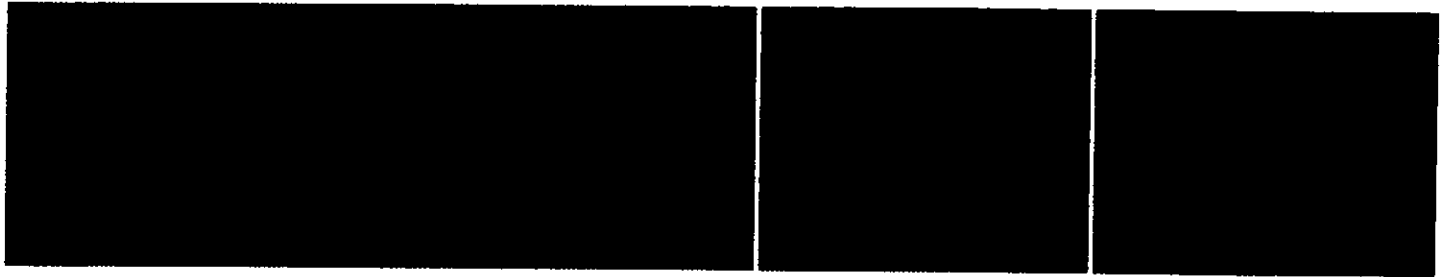
GNMH

Mental Health

Greater Nashua Mental Health's Mission Statement:

Empowering people to live full and satisfying lives through effective treatment and support.

Updated 11/14/2018



FINANCIAL STATEMENTS

June 30, 2018 and 2017

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors

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

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center (the Organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities and changes in net assets, functional revenues and expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Report on Summarized Comparative Information

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 24, 2018

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

Statement of Financial Position

June 30, 2018

(With Comparative Totals for June 30, 2017)

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

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

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

Statement of Activities and Changes in Net Assets

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

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

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

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

Statement of Functional Revenues and Expenses

Year Ended June 30, 2018

	<u>Children and Adolescents</u>	<u>Adult Services</u>	<u>Elderly Services</u>	<u>Deaf Services</u>	<u>Substance Abuse Disorders</u>	<u>Medical Services and Other Programs</u>	<u>Total Programs</u>	<u>General and Administrative</u>	<u>Development</u>	<u>Total Organization</u>
Program service fees, net	\$ 3,652,246	\$ 5,230,444	\$ 951,922	\$ 122,840	\$ 159,449	\$ 425,649	\$ 10,542,550			\$ 10,542,550
New Hampshire Bureau of Behavioral Health	141,771	648,430	-	274,931	-	602,165	1,667,297	-	-	1,667,297
Federal grant	-	35,805	-	-	284,905	194,117	514,827	8,800	-	523,627
Rental income	-	2,159	-	-	-	-	2,159	8,479	-	10,638
Contribution and support	-	375	180	-	100	-	655	138,145	-	138,800
Other	-	-	4,865	-	73,654	-	78,519	178,479	-	256,998
	<u>3,794,017</u>	<u>5,917,213</u>	<u>956,967</u>	<u>397,771</u>	<u>518,108</u>	<u>1,221,931</u>	<u>12,806,007</u>	<u>333,903</u>		<u>13,139,910</u>
General and administrative allocation	<u>98,925</u>	<u>154,285</u>	<u>24,952</u>	<u>10,371</u>	<u>13,609</u>	<u>31,861</u>	<u>333,903</u>	<u>(333,903)</u>		
Total revenue and support and other income	<u>\$ 3,892,942</u>	<u>\$ 6,071,498</u>	<u>\$ 981,919</u>	<u>\$ 408,142</u>	<u>\$ 531,617</u>	<u>\$ 1,253,792</u>	<u>\$ 13,139,910</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,139,910</u>

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

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

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2018

	<u>Children and Adolescents</u>	<u>Adult Services</u>	<u>Elderly Services</u>	<u>Deaf Services</u>	<u>Substance Abuse Disorders</u>	<u>Medical Services and Other Programs</u>	<u>Total Programs</u>	<u>General and Administrative</u>	<u>Development</u>	<u>Total Organization</u>
Total revenue and support and other income	\$ 3,892,942	\$ 6,071,498	\$ 981,919	\$ 408,142	\$ 531,617	\$ 1,253,792	\$ 13,139,910	\$ -	\$ -	\$ 13,139,910
Expenses										
Salaries and wages	948,182	2,585,642	314,412	193,965	418,751	1,448,801	5,909,753	1,739,208	52,500	7,701,461
Employee benefits	171,692	447,294	48,699	41,015	30,379	253,275	992,354	271,218	6,133	1,269,705
Payroll taxes	70,721	189,443	23,528	14,959	31,817	97,420	427,888	126,803	4,016	558,707
Substitute staff	1,229	3,142	336	285	81	1,651	6,724	23,141	-	29,865
Accounting	-	-	-	-	-	-	-	54,766	-	54,766
Audit fees	10,239	26,171	2,797	2,516	863	13,419	56,005	20,630	-	76,635
Legal fees	2,179	11,614	595	537	185	8,310	23,420	5,001	-	28,421
Other professional fees	21,373	47,936	6,480	23,661	1,626	498,661	599,737	118,785	6,000	724,522
Journals and publications	43	110	12	11	4	56	236	216	-	452
Conferences	3,542	3,255	149	1,025	4,044	6,524	18,539	2,272	-	20,811
Other staff development	-	-	-	-	-	-	-	12,694	-	12,694
Rent	-	-	-	-	-	300	300	(300)	-	-
Mortgage (interest)	-	-	-	-	-	-	-	-	-	-
Heating costs	3,256	8,322	889	867	365	4,110	17,809	8,055	-	25,864
Other utilities	13,817	35,318	3,775	3,489	1,291	17,891	75,581	27,841	-	103,422
Maintenance and repairs	29,343	75,004	8,017	7,390	2,715	188,995	311,464	71,534	-	382,998
Other occupancy costs	605	1,546	165	152	56	784	3,308	1,219	-	4,527
Office	29,298	68,738	7,317	6,126	6,212	60,346	178,037	110,442	-	288,479
Building and household	4,828	12,340	1,319	1,217	737	6,256	26,697	9,728	-	36,425
Food	416	1,618	87	79	770	1,388	4,358	4,497	-	8,855
Advertising	-	-	-	100	-	2,025	2,125	1,021	-	3,146
Printing	507	2,750	39	219	630	845	4,990	-	2,236	7,226
Communication	20,442	67,284	7,835	6,338	3,244	21,711	126,854	35,295	-	162,149
Postage	1,247	2,816	301	266	87	1,454	6,171	3,162	-	9,333
Staff	28,537	105,211	14,903	23,934	10,518	9,678	192,781	11,718	-	204,499
Client services	27,576	155,811	861	-	5,975	843	191,066	464	-	191,530
Malpractice insurance	20,038	51,219	5,474	5,027	1,828	26,020	109,606	40,375	-	149,981
Vehicle insurance	364	932	100	89	30	478	1,993	734	-	2,727
Property and liability insurance	8,088	20,673	2,210	2,031	741	10,497	44,240	16,296	-	60,536
Other interest	-	-	-	127	169	551	847	3,135	-	3,982
Depreciation	20,407	38,749	-	6,004	8,005	22,821	93,986	156,423	-	250,409
Equipment rental	3,789	9,685	1,035	943	335	13,254	29,041	9,725	-	38,766
Equipment maintenance	900	2,301	246	224	79	1,174	4,924	13,118	-	18,042
Membership dues	6,471	13,892	1,439	1,325	510	2,051	25,688	14,592	-	40,280
Other	518	1,585	141	130	47	771	3,192	9,176	-	12,367
Total program expenses	1,449,647	3,988,401	453,161	344,051	532,094	2,722,360	9,489,714	2,995,802	70,885	12,556,401
General and administrative allocation	910,538	2,418,476	357,303	155,001	102,004	(876,635)	3,066,667	(3,066,687)	-	-
Total expenses	2,360,185	6,406,877	810,464	499,052	634,098	1,845,725	12,556,401	(70,885)	70,885	12,556,401
Change in net assets	\$ 1,532,757	\$ (335,379)	\$ 171,455	\$ (90,910)	\$ (102,481)	\$ (591,933)	\$ 583,509	\$ 70,885	\$ (70,885)	\$ 583,509

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

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

Statement of Cash Flows

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

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

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

Notes to Financial Statements

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

Organization

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

1. Summary of Significant Accounting Policies

Use of Estimates

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

Basis of Presentation

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

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

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

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

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

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(With Comparative Totals for June 30, 2017)

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

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

Cash and Cash Equivalents

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

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

Accounts Receivable

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

Investments

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

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

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

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

Property and Equipment

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

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

Functional Allocation of Expenses

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

Estimated Third-Party Liability

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

Income Taxes

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

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 24, 2018, which is the date that the financial statements were available to be issued.

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

June 30, 2018

(With Comparative Totals for June 30, 2017)

2. Program Service Fees and Concentrations of Credit Risk

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 76% and 74% of the Organization's net program service fees for 2018 and 2017, respectively. Net revenues from the Medicaid program accounted for approximately 11% and 17% of the Organization's net program service fees for 2018 and 2017, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2018 and 2017 from those major sources is as follows:

	<u>2018</u>	<u>2017</u>
Private pay	\$ 1,401,634	\$ 1,070,603
Commercial insurance	326,938	322,958
Medicaid	1,880,676	2,546,817
Medicare	1,147,556	1,301,991
Other payers	589,739	438,909
Managed care	<u>16,899,789</u>	<u>12,886,961</u>
	<u>22,246,332</u>	<u>18,568,239</u>
Less: Contractual allowances	(4,426,265)	(3,092,460)
Capitation adjustments	(5,990,567)	(3,452,269)
Provision for bad debt	<u>(1,286,950)</u>	<u>(1,106,441)</u>
	<u>(11,703,782)</u>	<u>(7,651,170)</u>
Program service fees, net	<u>\$ 10,542,550</u>	<u>\$ 10,917,069</u>

The increase in bad debt expense in 2018 as compared to 2017 is primarily due to collection issues relating to self pay patients.

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Notes to Financial Statements

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

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	<u>2018</u>	<u>2017</u>
Private pay	34 %	61 %
Blue Cross/Blue Shield	4	1
Medicaid	31	23
Medicare	15	5
Other	6	3
Managed care	10	7
	<u>100 %</u>	<u>100 %</u>

3. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2018</u>	<u>2017</u>
Common stocks	\$ 554,946	\$ 558,516
Equity mutual funds	403,223	718,546
U.S. Treasury bonds	436,769	343,841
Corporate bonds	270,297	24,062
Mortgage backed securities	-	87,951
Corporate bond mutual funds	97,993	-
	<u>\$ 1,763,228</u>	<u>\$ 1,732,916</u>

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

4. Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

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- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

	<u>Level 1</u>	<u>2018</u> <u>Level 2</u>	<u>Total</u>
<u>Investments</u>			
Common stocks	\$ 554,946	\$ -	\$ 554,946
Equity mutual funds	403,223	-	403,223
U.S. Treasury bonds	436,769	-	436,769
Corporate bonds	-	270,297	270,297
Corporate bond mutual funds	<u>97,993</u>	<u>-</u>	<u>97,993</u>
	<u>\$ 1,492,931</u>	<u>\$ 270,297</u>	<u>\$ 1,763,228</u>
	<u>Level 1</u>	<u>2017</u> <u>Level 2</u>	<u>Total</u>
<u>Investments</u>			
Common stocks	\$ 558,516	\$ -	\$ 558,516
Equity mutual funds	718,546	-	718,546
U.S. Treasury bonds	343,841	-	343,841
Corporate bonds	-	24,062	24,062
Mortgage-backed securities	<u>87,951</u>	<u>-</u>	<u>87,951</u>
	<u>\$ 1,708,854</u>	<u>\$ 24,062</u>	<u>\$ 1,732,916</u>

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

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5. Property and Equipment

Property and equipment consists of the following:

	<u>2018</u>	<u>2017</u>
Land, buildings and improvements	\$ 5,028,346	\$ 4,983,891
Furniture and equipment	284,824	263,330
Computer equipment	254,861	230,567
Software	684,047	660,917
Vehicles	-	32,766
Construction in process	<u>240,773</u>	<u>-</u>
	6,492,851	6,171,471
Less accumulated depreciation	<u>(3,559,185)</u>	<u>(3,341,102)</u>
Property and equipment, net	<u>\$ 2,933,666</u>	<u>\$ 2,830,369</u>

6. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act), which became effective July 1, 2008, as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' real value, that excess is available for appropriation and, therefore, classified as temporarily restricted net assets until appropriated by the Board of Trustees for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

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In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Spending Policy

Currently, the Organization does not have a written spending policy approved by its Board of Directors. Historically, the Organization has appropriated for distribution the accumulated interest and dividend income on the investment funds. The Organization considers the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

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Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2018 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 137,837	\$ 121,435	\$ 259,272
Board-designated endowment funds	<u>1,544,023</u>	-	-	<u>1,544,023</u>
	<u>\$ 1,544,023</u>	<u>\$ 137,837</u>	<u>\$ 121,435</u>	<u>\$ 1,803,295</u>

The changes in endowment net assets for the year ended June 30, 2018 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2017	\$ 1,526,011	\$ 129,553	\$ 120,244	\$1,775,808
Contributions	200	-	-	200
Investment return				
Investment income	35,886	5,144	739	41,769
Net appreciation	35,387	5,068	729	41,184
Investment fees	<u>(13,461)</u>	<u>(1,928)</u>	<u>(277)</u>	<u>(15,666)</u>
Total investment return	57,812	8,284	1,191	67,287
Appropriation of endowment assets for expenditure	<u>(40,000)</u>	-	-	<u>(40,000)</u>
Endowment net assets, June 30, 2018	<u>\$ 1,544,023</u>	<u>\$ 137,837</u>	<u>\$ 121,435</u>	<u>\$1,803,295</u>

The endowment net asset composition by type of fund as of June 30, 2017 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 129,553	\$ 120,244	\$ 249,797
Board-designated endowment funds	<u>1,526,011</u>	-	-	<u>1,526,011</u>
	<u>\$ 1,526,011</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$ 1,775,808</u>

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

The changes in endowment net assets for the year ended June 30, 2017 were as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2016	\$ 1,539,326	\$ 71,810	\$ 98,593	\$1,709,729
Investment return				
Investment income	37,416	5,219	751	43,386
Net appreciation	67,933	9,476	1,363	78,772
Investment fees	<u>(13,867)</u>	<u>(1,934)</u>	<u>(278)</u>	<u>(16,079)</u>
Total investment return	91,482	12,761	1,836	106,079
Appropriation of endowment assets for expenditure	(40,000)	-	-	(40,000)
Reclassification of net assets	<u>(64,797)</u>	<u>44,982</u>	<u>19,815</u>	<u>-</u>
Endowment net assets, June 30, 2017	<u>\$ 1,526,011</u>	<u>\$ 129,553</u>	<u>\$ 120,244</u>	<u>\$1,775,808</u>

In 2017, the Organization reviewed historical data relating to permanently restricted net assets and, due to changes in interpretation of original gift records, reclassified net appreciation from unrestricted net assets to temporarily restricted net assets and permanently restricted net assets.

7. Debt Obligations

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (6% at June 30, 2018). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2018 and an outstanding balance of \$248,224 at June 30, 2017. The line of credit agreement has a maturity date of February 28, 2019.

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Notes to Financial Statements

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

Notes Payable

The Organization had the following notes payable:

	<u>2018</u>	<u>2017</u>
4.25% note payable to TD Bank in monthly principal and interest payments of \$8,133 through January 2019, at which time a balloon payment for the remaining principal is due; collateralized by mortgaged property.	\$ 888,676	\$ 946,599
Note payable to TD Bank in monthly principal and interest payments of \$6,016 through July 2020, at which time a balloon payment for the remaining principal is due. Interest rate at the Federal Home Loan Bank Boston Five Year Classic Advance Rate plus 2.65% (5.82% at June 30, 2018); collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority.	<u>658,329</u>	<u>697,393</u>
Less: unamortized deferred issuance costs	<u>1,547,005</u> <u>(2,031)</u>	<u>1,643,992</u> <u>(2,878)</u>
Total notes payable	<u>\$ 1,544,974</u>	<u>\$ 1,641,114</u>

The scheduled maturities on notes payable are as follows:

2019	\$	930,818
2020		48,149
2021		568,038

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2018.

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Notes to Financial Statements

June 30, 2018

(With Comparative Totals for June 30, 2017)

8. Commitments and Contingencies

Litigation

At June 30, 2018, the Organization was a named respondent in an administrative matter. After consultation with legal counsel, management estimates this matter will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

Construction Commitment

In 2018, the Organization commenced renovations of a building. In connection with these renovations, the Organization expects the total cost of the project to be approximately \$412,000 and has signed construction contracts for that amount. Total costs incurred at June 30, 2018 were approximately \$200,000, and the project is expected to be completed during the year ending June 30, 2019.

Operating Leases

Rent expense of \$12,079 for various equipment was incurred for both the years ended June 30, 2018 and 2017, under noncancellable operating lease agreements covering a term greater than one year.

Future minimum lease payments required under noncancellable lease agreements for the next two years ending June 30 are as follows:

	<u>Operating Leases</u>
2019	\$ 12,079
2020	<u>9,380</u>
	<u>\$ 21,459</u>

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

**THE COMMUNITY COUNCIL OF NASHUA, NH
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9. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017 the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2018. Expenses associated with this plan were \$102,941 for the year ended June 30, 2018. There was no expense associated with this plan for the year ended June 30, 2017.

BOARD OF DIRECTORS 2019

Alphabetical Order

Emily Blatt

Pamela Burns (*Board Vice Chair*)

Christine D. Furman, MBA

Alan Harkabus

Jone LaBombard (*Board Secretary*)

Laura Maistrosky, Esquire

Elizabeth Sheehan

Mary Ann Somerville

Tanya L. Spony, Esquire (*Board Chair*)

Aaron Telage, CPA

Marie Tule, CPA (*Board Treasurer*)

Donna Upson

Diane Vienneau, M.Ed., CAGS

Sheila Considine-Sweeney

Department Supervisor - HEALTH CARE RESOURCE CENTERS
Nashua, NH 03063

Counseling Supervisor

Organized Leader Driving Expansion of Compassionate Substance Use Disorder Treatment

Counseling Professional with extensive experience in the management of substance use disorders, clinical management, supervising counselors, and overseeing patient care. Creative Program Developer with patient-focused while meeting organizational goals. Adept at practicing in a clinic or health care setting, as well as speaking about the value of medication-assisted treatment for opioid dependency. Strong acumen in collaborating with medical professionals to advance patient recovery. Passionate about spreading awareness of access to services in the community to reach clients in need. Engaging networker, who delivers compelling communications to market the benefits of specialized treatment. Interested in employing networking and marketing skills to explore work in other health care specialties, including pharmaceutical sales.

Core Competencies

Communications & Marketing Medication-Assisted Recovery
Management | Supervision
Patient Evaluation & Counseling
Trauma-Informed Care
Training & Education
Substance Use Disorder Treatment
Case Management
Creative Programming
Engaging Networking
Crisis Prevention & Intervention
Quality Assurance
Family & Group Therapy
Addiction Pharmaceutical Treatments
Curriculum Development

Career Highlights

- ★ Led counseling clinic operations, creatively streamlining services and expanding programming.
- ★ Engaged in company effort to achieve Commission on Accreditation of Rehabilitation Facilities (CARF) accreditation and receive the highest accreditation in 2015 and 2018.
- ★ Collaborated to double the patient census in two years via community outreach, educational events, networking, and crisis intervention.

- ★ Hosted Community Advisory Group quarterly meetings and partnered with other agencies to educate and to improve addiction services in the community.
- ★ Enhanced the therapeutic environment and care plans through collaboration with medical professionals in a bio-psychosocial model integrating medication and mental health counseling.
- ★ Initiated and implemented the "Young Persons Program", with support from staff doctors, to target and meet the needs of young people ages 18-29 enrolled in medication-assisted treatment.
- ★ Maximized community outreach, networking and marketing at numerous venues - including career fairs and colleges - to attract employees and promote access to treatment.
- ★ Delivered compelling presentations to recruit new counselors and nurses in an effort to maintain appropriate staffing levels.
- ★ Launched a group staffing model to mitigate staffing shortages to maintain consistency of patient care.
- ★ Produced a Counseling Manual, with other supervisors, to be used by the organization in four states as part of new counselor orientation.
- ★ Assembled and managed a staff development "Group Curriculum Library" for use throughout the organization.
- ★ Expanded professional development and cultivated best practices through effective training, presentation of new evidence-based counseling methods and mentoring.
- ★ Established an orientation program for patients and families to increase family support, as well as patient retention and engagement.
- ★ Implemented family and couples counseling to improve treatment outcomes.
Authorized to work in the US for any employer

Work Experience

Counseling Department Supervisor

HEALTH CARE RESOURCE CENTERS

Hudson, NH
2010 to Present

- * Managed all day-to-day substance use disorder clinic operations, collaborating with medical professionals to advance patient recovery, according to company protocol and clinical best practices.
- * Directed all counselors, including supervision, administration, staff development, training, education, and patient care to maintain consistent therapeutic environment.

- * Monitored patient caseload assignments for care plans and to mitigate counselor mental exhaustion.
- * Consulted with staff doctors to integrate medication-assisted treatment into therapeutic plans to meet the needs of each patient.
- * Evaluated cases and measured outcomes for adherence to established protocol and quality assurance, including Mediated clinician if patient conflicts maintained therapeutic milieu.
- * Recruited and interviewed prospective employees and once the appropriate candidates were hired, the orientation process started to train all new employees.
- * Educated and motivated staff through meetings, trainings, guest speakers, new evidence-based research literature reviews, and mentoring
- * Supervised all intake operations and perform quality assurance reviews to assure appropriate patient care, maximize efficiencies, and maintain accuracy and integrity of billing practices
- * Directed pre-admission decisions, case reviews, and counseling meetings to ensure services were provided in accordance with policies, procedures and regulatory requirements
- * Facilitated On Call assignments to maintain appropriate coverage for crisis intervention and responded to sensitively to patient grievances and complaints.
- * Examined billable service hours for accuracy and to maximize company revenue ensuring any errors were found and corrected.
- * Completed Annual Reviews of employees to maintain high quality standards, recommend staff development, and set performance goals.
- * Promoted from Counselor, Woburn office (2010 - 2014) to Senior Counselor, Hudson office (2014 - 2015) to current position as Department Supervisor

Per Diem Clinician

Hamstead Hospital

Hampstead, NH
2011 to 2016

Assistant Program Director

Lowell House Inc
2004 to 2010

Substance Abuse Clinician

Hampstead Hospital

Hampstead, NH
1997 to 2004

Education

Master of Science In Human Services In Organization Management and Leadership

Springfield College

Springfield, MA

Bachelor of Science In Human Services, Counseling

Springfield College

Springfield, MA

Certifications/Licenses

- ★ **Trauma-Informed Counseling**
- ★ **Crisis Prevention and Intervention**
- ★ **BLS for Healthcare Providers**

Janette B. Trudo, MSW, MEd

SUMMARY AND OBJECTIVE

Experienced clinical social worker, educator/instructor, program manager and administrator, and grant writer/fund developer, yielding a diverse repertoire of skills. Award-winning writer of educational curricula for child/youth professionals and community audiences.

Key strengths include: Strengths-based clinical skills, child/adolescent development and parent education expertise, trauma-informed practice; leadership, supervision and management experience; and strong oral and written communication skills.

Therapeutic interests include:

- Trauma-informed practice (including Trauma-Focused CBT)
- Teens and Families with substance use and/or co-occurring mental health disorders
- Family Therapy (techniques include Structural, Bowenian, and Solution-Focused strategies)
- School-based clinical work
- LGBTQI individuals
- Parenting education

EDUCATION

Master of Social Work
College of Community and Public Affairs

May 2015
Binghamton University

Fellowship: Upstate New York Mental and Behavioral Health Education Consortium (UNY-MBHEC) Fellow. Fellowship focus on Trauma-Informed Care.

Licensure: New York State License Number 096355-1 (LMSW). Currently pursuing LICSW licensure; ASWB Clinical Exam passed July 2018; Clinical Supervision hours will be completed 11/9/18.

Master of Education
Counselor Education/Student Personnel Services

August 1985
Mississippi State University

Bachelor of Arts
Communication/Public Relations
President's and Dean's Scholar

May 1983
Mississippi State University

SOCIAL WORK EXPERIENCE

Child and Family Therapist (in-office position)
Community Based Clinician/Family Support Therapist
Riverbend Children's Intervention Program

April 2017 - Present
February 2016 – April 2017
Concord, NH

- Provide office-based and home/community-based child and family therapy and case management to 35-40 child and adolescent clients and their families. Client diagnostic profiles include: depression, anxiety, complex trauma, neurodevelopmental disorders, mood disorders, self-injury, conduct disorders, identity development (including gender and sexual orientation), and substance use. Collaborate with clients, parents/caregivers, physicians, school personnel, juvenile probation officers, and other providers to ensure interdisciplinary care.
- Provide school-based individual treatment one day per week and facilitate psycho-education groups. Provide school support to assist clients with IEP and 504 Plans in advocating for services and supports to improve academic performance and behavior. Clientele included refugee children and families from a variety of countries.
- Conduct intake interviews using CANS to inform clinical assessment. Within TIER system, write session notes, quarterly/annual progress reports, and treatment plans.
- Facilitate professional development workshops for school teachers and other professionals. Topics to date: Supporting Children with Complex Trauma Issues and Compassion Fatigue.

Clinical Supervisor
The Wediko School

June 2015 – February 2016
Windsor, NH

- Supervised five direct care staff and managed daily program for 8-10 boys ages 14-16 at year-round therapeutic residential program. Presenting issues included complex trauma, persistent depression, mood instability, generalized anxiety, self-harm, family dysfunction, traumatic brain injury and neurodevelopmental issues (autism spectrum, sensory, memory, processing).
- Provided group and family therapy to students and their families in a milieu treatment setting. Counseling and behavioral interventions included: PBIS/Positive Behavioral Interventions and Supports, CBT processing and behavior plans, social-emotional skill building, goal-setting/future planning, and independent living and work skills. Wrote and implemented individual treatment plans. Collaborated with youth, parents/caregivers, home therapists, juvenile probation officers, and other providers to ensure comprehensive and interdisciplinary care.

Social Work Intern
United Health Services, Inc./Deposit Family Care Center

September 2014-May 2015
Deposit, NY

- Provided individual therapy to clients ages 9-72 at rural primary health care practice with focus on medically-underserved populations and trauma-informed practice. Presenting issues included: depression, anxiety, mood disorders, grief/loss, family and adjustment issues, incest, substance use, self-injury, and chronic mental illness. Conducted psycho-social assessments and screenings for depression, anxiety, and ADHD.
- Collaborated with interdisciplinary treatment team, including primary care doctors, nurse practitioners, and staff from the UHS Outpatient Clinic and Crisis Psychiatric Emergency Program.

Clinical Supervisor

Wediko Children's Services, Inc. – Summer Program

June 2014-August 2014
Windsor, NH

- Supervised seven direct care staff and managed daily program for eight girls ages 17-19 at 45-day therapeutic summer camp. Presenting issues included severe trauma, persistent depression, mood lability, generalized anxiety, self-injury, family dysfunction, and developmental disabilities.
- Provided individual, group, and family therapy to girls and their families. Wrote and implemented behavioral checklists, individual behavioral contracts and incentive programs.
- Collaborated with youth, parents/caregivers, home therapists, caseworkers, and other providers.

Social Work Intern

Whitney Point Senior High School

August 2013-June 2014
Whitney Point, NY

- Provided individual therapy to high school students with a focus on medically underserved populations and trauma-informed care. Facilitated 6-week psycho-educational girls empowerment group.
- Facilitated Olweus Bullying Prevention Program student groups and classroom presentations on teen depression and suicide.
- Referred clients and families to local human services agencies.
- Assisted with school-wide holiday gift-giving event for families with low incomes.

TEACHING/EDUCATION, PROGRAM PLANNING/MANAGEMENT EXPERIENCE

Family Resiliency Educator

Penn State Extension – Susquehanna County

February 2008- August 2013
Montrose, PA

- Coordinated Integrated Children's Services Planning ("No Wrong Door") project and Strengthening Families Program in Susquehanna County, PA, through a cost-shared position between Penn State University and Susquehanna County Services for Children and Youth.
- Facilitated 50-100 classes, workshops, and conference presentations per year for parents (including court-ordered and foster parents); human services, school, and early childhood education professionals; and youth. Audience sizes ranged from 5-200.

Adjunct Instructor

Broome Community College, Binghamton, NY

2010-2013

Luzerne Community College, Susquehanna, PA (satellite site)

2008-2010

- Taught human development/psychology and sociology courses to community college students. Developed syllabus, lecture presentations, experiential classroom activities, tests and graded assignments.

Executive Director

Cornell Cooperative Extension of Otsego County

March 2004 – March 2006
Cooperstown, NY

- Directed non-profit agency providing educational programs in agricultural profitability, consumer horticulture, youth development (4-H and Reality Check), nutrition (Food Stamp

Nutrition Education Program/FSNEP), and financial literacy. Recruited, hired, supervised, and evaluated agency educators and support staff.

- Oversaw and managed annual budget of approximately \$900,000. Conducted fund development activities, including grant submissions, program fees, and fundraising events.
- Partnered with volunteer Board of Directors, community leaders, Cornell University staff/faculty, and others to develop projects and services to address community needs.

Supervisor, Parents and Children Together (PACT) Program
Lourdes Hospital Youth Services

March 2003- March 2004
Binghamton, NY

- Managed *Healthy Families New York* parent education program, serving rural Broome County families who were pregnant and/or parenting children birth - 5 years. Trained/certified in national *Parents-as-Teachers* curriculum.
- Supervised five parent educators/home visitors, providing each educator with two hours of weekly protected supervision/case management time. Provided training and assistance to staff as needed regarding child development and child-rearing information.
- Conducted interviews/assessments with families entering the program. Wrote and scored assessments within 24 hours and reviewed with supervisor for inter-rater reliability. Completed documentation to meet *Healthy Families* data collection and evaluation criteria.

Family and Youth Development Specialist/Assistant Director
Cornell Cooperative Extension

February 1997- March 2003
Binghamton, NY

- Directed broad educational program covering child, youth, and family related issues. Supervised 19 professional and support staff members serving two Parent Resource Centers, the 4-H/Youth Development Program, and other family well-being and youth development programming. Provided interim leadership for nutrition program area and provided temporary executive leadership for the association from April-November 2000, while also running family and youth program areas. Active collaborator with community leaders, Cornell University staff/faculty, and other extension educators to develop projects and services to meet emerging community needs.
- Facilitated classes, workshops, seminars, and satellite teleconferences on a variety of topics. Target audiences: parents (including incarcerated, recovering, and foster parents), school personnel, youth workers, early childhood educators, and other human service professionals.
- Partnered with the Executive Director to develop and manage annual program budget of approximately \$250,000-300,000.
- Experienced grant writer (15 out of 16 funded proposals), bringing in over \$300,000 in state, foundation, and other grants to fund program initiatives during six-year tenure.
- Authored *Help for Grandparents Raising Grandchildren with Developmental Disabilities* and co-authored *Parenting a Second Time Around (PASTA)* workshop curricula to support grandparent and kinship-caregiving families. Facilitated and monitored pilot-testing of workshop sessions in urban and rural communities across New York State. Provided state-wide facilitator training workshops for agency staff and volunteers.

Executive Director
Day Nursery Association

March 1993 – February 1997
Binghamton, NY

- Directed non-profit, United Way member agency providing early education and care to children six weeks – 5 years in three locations. Secured NYS start-up grant funding to add fourth site.

OTHER EMPLOYMENT

Assistant Director for College Housing/Quad Director, Adjunct Instructor, State University of New York at Stony Brook, 1988-1990

Admissions Representative, Personnel Associate, Housing Complex Director for Leadership Development, State University of New York at New Paltz, 1986-1987

Assistant to the Director of Housing, Graduate Assistant, Summer Conference Housing Manager, University of North Carolina at Chapel Hill, 1984-1986

Residence Hall Director, Student Relations Coordinator, Mississippi State University, 1983-1984

PROFESSIONAL EXPERIENCES

Publications:

***Kyle Lives with His Grandma...Where Are His Mommy and Daddy?*, article for National Association for the Education of Young Children (NAEYC) Journal, co-authored with Dr. Jennifer Birckmayer, Denyse Variano, and Isabelle Doran Jensen, Spring 2005**

***Parenting a Second Time Around*, parenting curriculum co-authored with Dr. Jennifer Birckmayer, Denyse Variano, and Isabelle Doran Jensen, funded by a Hatch Grant through Cornell University, Spring 2002. Winner of 2003 National and Regional first place awards for educational curriculum, National Extension Association for Family and Consumer Sciences.**

***Help for Grandparents Raising Grandchildren with Developmental Disabilities*, authored curriculum of six workshops, funded by a grant administered by the NYS Office of Aging, Spring 1999.**

Fact sheets for school teachers and child care providers about grandparents and relatives raising children, funded by a grant administered by Work/Family Directions, Boston, MA, April 1999.

Conference Presenter:

"Effective Collaboration and Implementation of PBIS/Positive Behavioral Supports and Interventions", panel presentation with Montrose Area School District PBIS Team Members, Collaborative Schools Conference, Hershey, Pennsylvania, April 2013

"Building and Maintaining a Support Group", Fourth Annual Conference for Grandparents, Relative Caregivers and Service Providers, with Dr. Matthew Kaplan, Penn State University/ Penn State Cooperative Extension, June 2010

"Building Resiliency in Divorced and Separated Families" (featured speaker), Changing Issues in a Changing World Conference, Montrose, Pennsylvania, November 2009

Conducted 11 regional facilitator training sessions throughout New York State on curriculum *Help for Grandparents Raising Grandchildren with Developmental Disabilities*, June-August 1999.

Alexis C. Marsh

EDUCATION:

Major: Bachelor of Science In Health Science (May 2018)
Specialization: Nutrition
Keene State College, Keene, NH

COURSEWORK:

Behavior Change	Nutrition Profession	Health and Wellness
Health in Society	Current Topics in Food Culture	Food Science
Food Service Management	Microbiology	Lifespan Nutrition
Addictions & Compulsive Behaviors	Medical Nutrition Therapy	Nutritional Biochem.
Nutrition Practicum	Nutrition Science and Application	

Health Science Capstone: Examined young adolescent children in low Socioeconomic Status areas and the effectiveness of combined community based agricultural/nutrition education and early interventions. Presented to the Health Science Department, Keene State College (Fall 2017)

RELATED WORK EXPERIENCE:

Community Harvest Project Farming Assistant, 37 Wheeler Rd., Grafton MA (April 2018 – Current)

- Work closely under the guidance of the farm manager by executing all agriculture operations on the farm and creating/ overseeing a positive volunteer experience for all visitors. Assist in all farm operations including: executing daily upkeep and maintenance tasks, harvesting and packaging duties as well as assisting with distribution partners, and executing skilled/restricted farm activities after necessary training.

The Community Kitchen Gleaning Assistant Internship (May 2017 – September 2017)

- Collaborate with the Gleaning Coordinator of The Community Kitchen to harvest from local community gardens, pickup fresh produce from local farms as well as the Farmer's Market, create informational handouts and recipe for the public, and utilize resources to create food samples and demonstrations.

CVS Pharmacy Technician, 229 West St., Keene NH (October 2015 – April 2018)

- Collaborate with pharmacists to ensure customers receive quality care and meet all health and safety standards and protocols.
- Specific job duties include sorting pills, creating labels, reviewing medication side effects, greeting customers, ringing up purchases, and working the drive-thru window for prescription drop-off and pick up.

ADDITIONAL WORK EXPERIENCE:

Calumet Lutheran Ministries Swimming Department Head & Camp Counselor (Summer of 2011 – Summer of 2016)

- Responsible for the care of younger children throughout the summer
- Work as a certified lifeguard with current certifications in CPR, WFR, and first aid at the overnight summer camp. Management and training of the swimming department and counselors within this field of work.

Randstad Technologies Intern/Temp Work, (March 2016 – May 2016, December 2013 – January 2014)

- Part time intern working with billing department and responsible for daily tasks assigned.

Dunkin Donuts Crew Member (October 2012 – May 2015)

- Working in the front end of the store as a cashier, customer service skills, weekly order stock and inventory, and cash handling.

SKILLS/CERTIFICATIONS:

- Verbal communication skills, time management and organizational skills, reliability, self-motivated, initiative, high level of energy, dedication
- Adult, Pediatric, and Infant CPR/First Aid/AED and WFR (Wilderness First Responder), Microsoft Word, Excel, and PowerPoint experience
- Growing Healthy Eaters Certification

HANNAH S. LONG

OBJECTIVE

To obtain a full-time job position in the field of psychology with a focus on the deaf population

EDUCATION

Bachelor of Science **May 2017**

Rochester Institute of Technology, Rochester, NY

- Major: Psychology with a concentration in Deaf Cultural Studies and Hospitality
 - Minor: Business Administration
-

RESEARCH EXPERIENCE

Summer Undergraduate Research Fellowship (SURF) – Research Assistant **May - September 2017**

University of Rochester, Rochester, NY

- Assisted in an ongoing NSF-funded research project
 - Performed data management tasks such as data cleaning, file management, and transcribing data
 - Assisted with data analysis tasks, including qualitative coding, and producing descriptive statistical analyses
-

WORK EXPERIENCE

American Sign Language Lab Supervisor **September - December 2015**

University of New Hampshire, Durham, NH

- Oversaw the lab to ensure that accommodations were available to meet student and faculty needs
- Supervised eleven teacher aides
- Provided a comfortable learning environment in the lab
- Tutored students to improve ASL comprehension

Yacht Detailer **July - Nov. 2012, April - Nov. 2013, & April - Nov. 2014**

Abner Clark Yacht Services (ACYS), Portsmouth, NH

- More details upon request – not relevant to current path

Child Day Care Worker **June - August 2011**

Walden School, The Learning Center (TLC), Framingham, MA

- Developed monthly activity plans with Lead Childcare Worker, which included goals for learning and improving living and recreational skills, and met with teachers weekly to coordinate classroom activities and expectations
- Supervised children in daily routines and assisted with the activities of daily living skills
- Worked with students on academic tasks 1:1 or in small groups when assigned by teacher
- Wrote daily logs for each student and incident reports as necessary

Dairy Farm Worker

June - August 2008

University of New Hampshire, Fairchild Dairy Farm, Durham, NH

- More details upon request – not relevant to current path

Physical Education, Preschool, and Elementary Teacher Aide

June - August 2009

University of New Hampshire, Fairchild Dairy Farm, Durham, NH

- Instructed students under the direction and guidance of teachers
- Assisted gym teachers with classes and swimming lessons

Office Assistant

June - August 2007 and June - August 2008

New Hampshire Soil Consultants, Inc., Newmarket and Alton, NH

- More details upon request – not relevant to current path

PRESENTATIONS

- Long, H & Schley, S. (2017, August 4). *Accessibility and Inclusion Strategies in Postsecondary Classrooms*. Poster session at RIT's Undergraduate Research Symposium, Rochester Institute of Technology, Rochester, NY.

CERTIFICATIONS

- Collaborative Institutional Training Initiative (CITI) Human Subjects Training
- Professional Assault Crisis Training (Pro-ACT)
- Professional Association of Diving (PADI) Scuba Diving

NON-PUBLISHED RESEARCH PROJECTS

Healthy Families → Healthy Communities Cancer Prevention Project
Project Director: E.V. Banks

SKILLS

Proficient in Microsoft Office Suite (Word, Powerpoint, and Excel), and MiniTab statistics and NVivo data analysis softwares

REFERENCES

Available upon request

ASHLEY G WOODS

EDUCATION/CERTIFICATIONS

2014, Massachusetts Commission for Deaf and Hard of Hearing, MA
State screening for sign language interpreters

2014, State of New Hampshire Board of Licensure of Interpreters, NH
State License

May 2013, University of New Hampshire Manchester, NH
Bachelors Degree in Sign Language Interpreting

2012, Department of Education, State of New Hampshire, NH
Para-Educator 2 Certification

2011 State of New Hampshire Alcohol Management Certification, NH
Trained to manage facilities where alcohol is being served

2007 – 2009, Granite State College, NH
Earned 32 Credits towards a BA in Behavioral Science

2007 – SAU # 34, Hillsboro, NH
Pro-Act Certification

2002 – 2003, Mt. Aloysius College, Cresson, PA
Earned 30 Credits towards a BA in Sign Language Interpreting

1998 – 2002, Hillsboro-Deering High School, Hillsboro, NH, 03244
Graduated with Diploma

PROFESSIONAL EXPERIENCE

November 2014 – Current, New England Homes for the Deaf, Danvers, MA 01923
Staff Sign Language Interpreter

- Provide communication access to Deaf, deaf-blind, close vision and hard of hearing staff, residents and community members within the facility in a variety of situations (medical appointments, care plan meetings, counseling, psychiatric appointments, rehabilitation services, management meetings, trainings, workshops, end of life services, memorials, human resources meetings, disciplinary meetings, interviews etc.)
- Maintain an up to date interpreting services calendar with all interpreting needs

- Schedule and coordinate freelance interpreters as needed
- Co-manage the interpreting services department
- Advocate for resident's right to communication access, and educate when necessary

July 2014 – Current, Sign Language Interpreter, NH

Freelance

- Effectively provide communication access for Deaf and hard of hearing individuals.
- Abide by the Code of Professional Conduct issued by the Registry of Interpreters for the Deaf
- Consistently work towards expanding my knowledge and skills in the interpreting profession
- Experience in the following settings: medical appointments, rehabilitation services, outpatient therapy, staff trainings, k-12 education setting, large group setting, small group setting, 1:1 meetings, elder services, platform interpreting, tactile interpreting, close vision interpreting

July 2013 – November 2014, Taylor Rental, Concord NH 03301

Special Event Coordinator

- In charge of planning, advertising and providing consultation for various events
- Planned accordingly for large events ranging from professional meetings, formal parties, weddings, and community events
- Constructed and designed advertisements for the business
- Maintained an upbeat attitude, provided a positive atmosphere, and worked collaboratively with coworkers

August 2012 – July 2013, Community Bridges, Concord NH 03301

Personal Support Provider

- Provided daily in home support for a disabled adult
- Supported a disabled individual in a variety of tasks daily ranging from routine housework, planning activities, attending employment, further education, and self care
- Encouraged a constructive and uplifting environment

COMPUTER SKILLS

Word Processing, Microsoft Word, Microsoft Office, Excel, Power Point, Internet, Microsoft Outlook

Nathaniel Guidi

Objective:

To advance my knowledge and career in the Computer Networking and Information Security fields

Experience:

- **DEKA Research, Manchester NH, Electrical Engineer** **5/2017 - 9/2017**
 - Designing and building electronic equipment.
 - Working with process automation as proof-of-concept.
 - Bringing electrical concepts from design to reality.
 - Designing and constructing test devices to ensure product quality to meet company and governmental standards.
- **Staples, Nashua NH, EasyTech** **8/2016 - Present**
 - Working with customers to develop effective solutions to their technical problems.
 - Timely and thorough execution of solutions developed for customers.
 - Bridging the gap between sales and customer service – using customer-provided information to provide solutions that encompass all a customer's technical needs.
 - Hands-on work with computer hardware and software diagnostics, repair, and service.

Education:

- **Computer Networking, Associate** (Nashua Community College, Nashua NH, 2018)
- **Cyber Security, Certificate** (Nashua Community College, Nashua NH, 2018)
- **Nashua High School North Class of 2016** (GPA 3.6). Received diploma with distinction, recognized as a New Hampshire State Scholar.

Skills:

- Customer Service (2 years)
- Python (Less than 1 year)
- Active Directory (1 year)
- Windows Server 2012 (1 year)
- DNS (1 year)
- Risk Management (1 year)
- C++ (1 year)
- Java (2 years)
- Visual Basic (Less than 1 year)

Hobbies:

- **Musician:** 7 Years piano lessons, 3 years guitar lessons, music production as a hobby
- **Computers:** Building, maintaining, and troubleshooting computers and IoT devices and networks for people in the greater Nashua area

References Available upon request.

CHRISTINE GAUVAIN

EDUCATION

2004- 2008

Franklin Pierce University

Rindge, NH

B.A., PSYCHOLOGY

COMPUTER SKILLS

Microsoft Office, Excel, PowerPoint, Electronic Medical Record (EMR), CAQH

EXPERIENCE

June 2015-current

The Counseling Center of Nashua

Nashua, NH

Credentialing Specialist-Administrative Assistant

- Maintain Specialty Grid. This is the informational grid utilized for intake and referrals, it is the main source of provider information for the agency.
- Review patient satisfaction surveys, alert management to patient dissatisfaction issues, track satisfaction trends over time, and translate complaints into opportunities for improvement through training. Forward positive reviews to providers to encourage continual high levels of care by instilling internal rewards.
- Assist the Associate Director with creating periodic reviews of each provider, this consists of processing and analyzing productivity reports, revenue production, patient satisfaction, and summarizing these in an easy to view word document for review between the provider and the Associate Director.
- Working with the Suboxone program to implement random screenings for patients in the program. This entails drafting a process of random patient selection, ordering labs, establishing consequences for not getting tested, and coordinating with all levels of personnel at agency to implement new program. Act as liaison between agency and Quest Diagnostics.
- Create introductory manual for providers that will be offering suboxone.
- Credentialing of providers with insurance companies. Completing applications for insurance companies and handling sensitive information. Implemented a user friendly tracking spreadsheet, standard work, and flow chart of responsibilities.
- Marketing

February 4th 2009-July 2015

Bed Bath and Beyond

Nashua, NH

Front-End Supervisor

- Training and management of associates. Address customer service issues while maintaining company standard of service.

November 2011-August 2014

Greater Nashua Mental Health Center

Nashua, NH

Psychiatric Rehabilitation Specialist

- Work within the community to advocate for clients and connect with local resources in order to meet their needs including healthcare, housing, benefits, financial stability, and transportation
- Maintain Client-related paperwork, including diagnostic records, progress notes, treatment plans, state and federal benefits.
- Decrease hospitalizations by intervening before symptoms became prominent. This would also include having expedited appointments with medical provider and therapist in order to develop in house plan of action for Client during time of crisis.
- Collaborate with Client's natural supports in order to follow through with care outside of operating hours, and also for best practices.

- Counsel clients utilizing "Illness Management and Recovery" theory model
- Perform crisis intervention and risk assessments
- Outreach Clients in the community
- Maintain HIPPA compliance at all times.
- Work in partnership with outside hospitals and primary care physicians in to establish and sustain regular medical care for Clients.
- Enrolled Clients into a free YMCA program that tracked their personalized wellness goals. This helped them gain confidence, improve overall health, and promoted integrating their physical health with their emotional health.
- Ensure timely and accurate service billing through EMR
- Execute Involuntary Emergency Admissions (IEA) or revoke Conditional Discharges if necessary.

GREATER NASHUA MENTAL HEALTHKey Personnel – FY19

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sheila Considine Sweeney	Site Project Director	\$70,000	45%	\$31,803
Janette Trudo	Behavior Change Clinician	\$50,000	35%	\$17,692
Alexis Marsh	Health Mentor	\$31,200	11%	\$3,450
Hannah Long	Community Outreach Worker-- Deaf Beh. Health (State-wide)	\$34,000	32%	\$10,985
Ashley Woods	Interpreter--ASL (Deaf)	\$50,000	19%	\$9,262
TBD	Interpreter--other Lang.	\$51,000	7%	\$3,750
Nathaniel Guidi	Data Entry / Admin. Support	\$35,000	20%	\$6,825
Christine Gauvain	Evaluator/Interviewer	\$48,000	31%	\$14,769
TBD	Consumer expert advisor- Youth	\$35,700	4%	\$1,444
TBD	Consumer expert advisor- Young Adult	\$35,700	4%	\$1,444
TBD	Consumer expert advisor - Young Adult	\$35,700	4%	\$1,444

GREATER NASHUA MENTAL HEALTHKey Personnel – FY20

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sheila Considine Sweeney	Site Project Director	\$71,400	79%	\$56,730
Janette Trudo	Behavior Change Clinician	\$51,000	85%	\$43,442
Alexis Marsh	Health Mentor	\$33,776	39%	\$13,011
Hannah Long	Community Outreach Worker--Deaf Behavioral Health (State-wide)	\$37,931	48%	\$18,168
Ashley Woods	Interpreter--ASL (Deaf)	\$51,000	32%	\$16,226
TBD	Interpreter--other Lang.	\$51,000	45%	\$22,875
Nathaniel Guidi	Data Entry / Admin. Support	\$35,028	39%	\$13,818
Christine Gauvain	Evaluator/Interviewer	\$48,966	78%	\$38,202
TBD	Consumer expert advisor- Youth	\$36,414	11%	\$4,175
TBD	Consumer expert advisor- Young Adult	\$36,414	11%	\$4,175
TBD	Consumer expert advisor - Young Adult	\$36,414	11%	\$4,175

GREATER NASHUA MENTAL HEALTHKey Personnel – FY21

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sheila Considine Sweeney	Site Project Director	\$71,400	100%	\$71,400
Janette Trudo	Behavior Change Clinician	\$51,000	100%	\$51,000
Alexis Marsh	Health Mentor	\$33,776	31%	\$10,555
Hannah Long	Community Outreach Worker--Deaf Behavioral Health (State-wide)	\$37,931	60%	\$22,758
Ashley Woods	Interpreter--ASL (Deaf)	\$51,000	40%	\$20,400
TBD	Interpreter--other Lang.	\$51,000	16%	\$8,288
Nathanial Guidi	Data Entry / Admin. Support	\$35,028	50%	\$17,514
Christine Gauvain	Evaluator/Interviewer	\$48,966	100%	\$48,966
TBD	Consumer expert advisor- Youth	\$36,414	10%	\$3,628
TBD	Consumer expert advisor- Young Adult	\$36,414	10%	\$3,628
TBD	Consumer expert advisor - Young Adult	\$36,414	10%	\$3,628



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5000 1-800-852-3345 Ext. 5000
Fax: 603-271-5058 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 25, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into retroactive sole source agreements with the vendors listed below, to implement person-centered Healthcare Homes that will ensure delivery of integrated primary care, community behavioral health care and wellness services for young people with serious mental illness (SMI) and serious emotional disturbance (SED), in an amount not to exceed \$1,039,880 to be effective retroactively to October 1, 2018 upon Governor and Executive Council approval through June 30, 2019. 100% Federal Funds.

Name	Address	Vendor ID#	Amount
Greater Nashua Mental Health Center at Community Council	100 West Pearl Street Nashua, NH 03060	154112	\$513,096
The Mental Health Center of Greater Manchester	401 Cypress Street Manchester, NH 03103	177184	\$526,784
		TOTAL	\$1,039,880

Funds are available in the following account for State Fiscal Year 2019.

Greater Nashua Mental Health Center (Vendor ID# 154112)

05-95-92-922010-23400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH, DIVISION OF, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	TBD	\$513,096
			<i>Subtotal</i>	<i>\$513,096</i>

**Mental Health Center of Greater Manchester (Vendor ID# 177184)
 05-95-92-922010-23400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
 SVS, HHS: BEHAVIORAL HEALTH, DIVISION OF, BUREAU OF MENTAL HEALTH SERVICES,
 PROHEALTH NH GRANT**

State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	TBD	\$526,784
			<i>Subtotal</i>	<i>\$526,784</i>
			TOTAL	\$1,039,880

EXPLANATION

This request is retroactive to October 1, 2018 because the grant funding was not accepted for expenditure until the October 3, 2018 Governor and Executive Council meeting.

This request is sole source because the grant application required the Department to name its partners, which are three (3) Community Mental Health Centers (CMHCs) that currently have working relationships with Federally Qualified Health Centers (FQHCs), making them eligible to provide the service in accordance with the award from the Substance Abuse and Mental Health Administration (SAMHSA). The two (2) CMHCs included in this request are ready and poised to participate in the project. The agreement with the third (3rd) CMHC partner was submitted previously for approval and is slated for the October 31, 2018 Governor and Executive Council Meeting agenda.

The Department received a grant award from SAMHSA beginning September 30, 2018 through September 30, 2023. These funds are entitled "ProHealth NH: New Hampshire Partnerships to Improve Health and Wellness for Young People with serious emotional disturbance (SED) and serious mental illness (SMI)." Funds in these agreements will be used to implement a person-centered Healthcare Home to ensure delivery of integrated primary care, community behavioral health care and wellness services for young people with serious mental illness (SMI) and serious emotional disturbance (SED) in their region.

The targeted population for this project includes individuals from sixteen (16) to thirty-five (35) years of age who have been identified as more difficult to engage in health care services, with a focus on cultural and linguistic minorities who are not yet engaged health care services. The goal of the project is to provide integrated health care and wellness intervention to the target population, in conjunction with providing behavioral health care, within the currently established Community Mental Health Centers (CMHCs). Services will focus on screening, detection and treatment of physical health conditions with a goal of preventing future issues and increasing engagement in overall self-care.

These contracts support the integrated work among the CMHCs and their regional Federally Qualified Health Center (FQHC) to provide integrated mental health homes. Specific health conditions targeted are obesity and tobacco smoking.

The five (5) key strategies for implementation of this project include:

- Utilization of experienced mental health providers;
- Co-location and integration of services;
- Engagement in care with support of peer community health workers;
- Utilization of nurse care coordinators to ensure overall coordination of care; and
- Use of health mentors to provide support for tailored services and incentives.

Transitional age young people, some of whom perceive themselves as invulnerable, require interventions with different content and foci than those designed for adults. Adaptations of typical care can address this group's cognitive immaturity, difficulty with abstraction and planning for the future, distrust of authority, and focus on peers. The integrated care program will provide culturally competent integrated care to improve health and wellness of young people with SED and SMI.

The two (2) CMHCs in this request have served 1,500 youth and young adults age sixteen (16) to thirty-five (35) with SED or SMI in 2016. The Department anticipates that almost half will be willing to enroll in the program, either because they do not have a primary care provider or they would prefer on-site, integrated care. It is expected that the Department will enroll more than the projected 750 participants into the ProHealth NH programs at the two (2) regional participating partners.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- Increase in the proportion who receive a primary care visit each year;
- Increase in the proportion who receive health screening;
- Increase in the proportion who receive mental health screening;
- Increase in the proportion with health knowledge based on receiving health education for weight and tobacco;
- Increase in the proportion who engage in health behavior change activities, and
- Reduction in the number of young people who initiate smoking in year five (5) of the Contract compared to year one (1).

As referenced in the Exhibit C-1, Revisions to Standard Contract Language, of each contract; the Department reserves the right to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

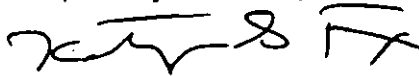
Should the Governor and Executive Council not authorize this request, culturally competent integrated care for approximately 750 young people with SED and/or SMI may not be available in the Manchester and Nashua regions.

Area served: Manchester and Nashua

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA #93.243, Federal Award Identification Number (FAIN) #H79SM080245.

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

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: ProHealth NH: Partnerships to Improve Health and Wellness for Young People
 with SED and SMI (SS-2019-DBH-02-PROHE-02)


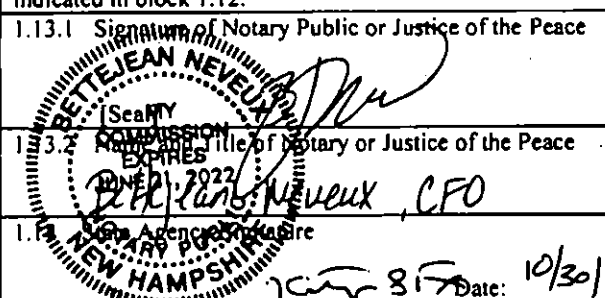

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Nashua Mental Health Center at Community Council		1.4 Contractor Address 100 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-6147	1.6 Account Number 05-095-092-922010-23400000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$513,096
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Cameron D. Amos, Pres., CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>October 24, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.14 Name and Title of State Agency Signatory Katja S Fox, Director		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. Yselle-Atony</u> <u>10/30/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*
- 1.4. For the purposes of this contract, the population served includes:
 - 1.4.1. Young adults, for the purpose of this contract defined as individuals eighteen (18) to thirty-five (35) years of age; and
 - 1.4.2. Youth, for the purpose of this contract defined as individuals sixteen (16) and seventeen (17) years of age.
- 1.5. Services under this contract shall be provided to the population in 1.4. to individuals in the Greater Nashua, New Hampshire area (Region VI).
- 1.6. The Contractor shall implement a person-centered Integrated Healthcare Home to ensure delivery of integrated primary care, community behavioral health care and wellness services, through a multi-disciplinary team, to individuals with serious mental illness (SMI) and serious emotional disturbance (SED).

2. Scope of Work

- 2.1. The Contractor shall enter into an agreement with the Lamprey Health Care Federally Qualified Health Center (FQHC), to provide onsite, co-located primary care services.
- 2.2. The Contractor shall ensure that the FQHC is approved by the Health Resources & Services Administration (HRSA), Medicare, and Medicaid to deliver primary care services onsite at the Contractor's location.
- 2.3. The Contractor shall ensure the Integrated Healthcare Home is tailored to individuals with SMI and SED, utilizing strategies of care that include, but are not limited to:



Exhibit A

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- 2.3.1. Providing education to individuals regarding ProHealth NH.
 - 2.3.2. Incorporating person-centered health and mental health screenings into individual treatment planning;
 - 2.3.3. Updating individual treatment plans on a quarterly basis for the duration of enrollment;
 - 2.3.4. Ensuring that treatment planning considers and addresses:
 - 2.3.4.1. Engagement in developmentally appropriate education or employment activities;
 - 2.3.4.2. The need for intensive recovery supports, including Assertive Community Treatment, as appropriate; and
 - 2.3.4.3. The desire for better symptom management.
 - 2.3.5. Ensuring treatment goals are:
 - 2.3.5.1. Individualized and person-centered.
 - 2.3.5.2. Inclusive of individual physical and behavioral health goals and needs.
 - 2.3.5.3. Reflective of the information in the care plan, which shall be shared with the Integrated Healthcare Home staff identified in Section 3 Staffing;
 - 2.3.6. Engaging individuals who have not yet engaged in care, including but not limited to cultural/linguistic and sexual/gender minorities;
 - 2.3.7. Utilizing nurse care coordinators to assist with coordination and integration of physical and behavioral health care for individuals with more complex needs to ensure proper integration of services; and
 - 2.3.8. Providing wellness services tailored to the population that includes rewards via health mentors.
 - 2.4. The Contractor shall deliver evidence-based practices (EBPs) to individuals with SMI and SED in a stepped approach that ensures feasibility and high quality program implementation including, but is not limited to:
 - 2.4.1. Supported Employment and Education;
 - 2.4.2. Assertive Community Treatment (ACT);
 - 2.4.3. Illness Management and Recovery;
 - 2.4.4. Trauma Focused Cognitive Behavioral Therapy;
 - 2.4.5. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH-ADTC);
 - 2.4.6. Decision Support for Psychopharmacology;



Exhibit A

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- 2.4.7. Healthy Choices Health Changes; and
 - 2.4.8. Breathe Well Live Well
 - 2.5. The Contractor shall meet with consultants who are experts in each practice to monitor EBPs. Upon completion of the annual monitoring meeting, the Contractor shall develop quality improvement plans as needed for further integration and development of EBPs.
 - 2.5.1. The Contractor shall work with the program evaluator to conduct EBT focus groups and qualitative interviews and shall work with the Department to develop and deliver quarterly reports.
 - 2.6. The Contractor shall provide integrated screenings, detection and treatment of physical health conditions to individuals with SED and SMI. The Contractor shall:
 - 2.6.1. Implement co-located FQHC-delivered integrated primary care to treat chronic physical health conditions.
 - 2.6.2. Include well child and adult screenings, physical exams, immunizations and primary care treatment of physical illnesses.
 - 2.6.3. Enable seamless health and mental health screenings, reporting and communications, including a strategy for sharing care plans between physical and mental health care providers. This may include changes to the Contractor's electronic medical record (EMR).
 - 2.6.4. Collaborate with the Data and Evaluation Director to ensure that the health screen data can be compiled and reported in actionable reports.
 - 2.6.5. Screen and assess individuals for physical health and wellness by collecting the following information as services are being provided at different intervals:
 - 2.6.5.1. Medical history.
 - 2.6.5.2. Identified primary care provider.
 - 2.6.5.3. Past year contact with primary care provider.
 - 2.6.5.4. Past year physical exam and wellness visit.
 - 2.6.5.5. Height, weight, Body Mass Index (BMI) and waist circumference.
 - 2.6.5.6. Blood pressure.
 - 2.6.5.7. Tobacco use and/or breath carbon monoxide.
 - 2.6.5.8. Plasma glucose and lipids.
 - 2.6.6. Refer individuals for appropriate Integrated Healthcare Home treatment services, as needed, based on the outcomes of the physical health and wellness screenings and assessments in 2.5.5.



Exhibit A

2.7. The Contractor shall deliver integrated evidence-based screenings and treatment for behavioral health conditions with SED and SMI at evidence-based intervals. The Contractor shall:

- 2.7.1. Screen individuals for trauma, depression and substance use, medication misuse among youth, involvement or interest in employment and education, need for ACT services, desire for symptom management.
- 2.7.2. Provide evidence-based pharmacologic treatment for behavioral health conditions, based on screenings and assessments utilizing decision aids for youth, young adults and caregivers.
- 2.7.3. Develop wellness programs that include multiple options with health coaches to assist participants with selecting options that best match individual needs and interests. The Contractor shall ensure options include, but are not limited to:

2.7.3.1. Breathe Well Live Well (BWLW) program designed for smokers with SMI that includes, but is not limited to:

- 2.7.3.1.1. Referrals to an appropriate medical provider for discussion and prescription of cessation pharmacotherapy;
- 2.7.3.1.2. Facilitated use of the New Hampshire Helpline telephone counseling service as well as online, text and application resources; and
- 2.7.3.1.3. Structured rewards program for participation and initiating abstinence.

2.7.3.2. Healthy Choices Healthy Changes (HCHC) program designed for individuals with SMI who are overweight or obese which includes, but is not limited to:

- 2.7.3.2.1. Gym membership for twelve (12) months;
- 2.7.3.2.2. Meetings with a trained Health Mentor;
- 2.7.3.2.3. Weight Watchers membership for one (1) year;
- 2.7.3.2.4. Support for use of Weight Watchers; and
- 2.7.3.2.5. Structured rewards program for participation and initiating behavior change.

2.7.3.3. Web-based Tobacco and Obesity Motivational Education Programs, which include, but are not limited to:

- 2.7.3.3.1. Obesity, fitness and nutrition motivational education for overweight individuals; and
- 2.7.3.3.2. Tobacco motivational education for tobacco users.



Exhibit A

- 2.8. The Contractor shall subcontract with identified project partners to provide access to the Web-based educational programs that:
- 2.8.1. Are facilitated by health coaches; and
 - 2.8.2. Provide comprehensive, consistent, high quality tobacco education and obesity education with:
 - 2.8.2.1. Motivational intervention delivered consistently and conveniently.
 - 2.8.2.2. Minimal burden on clinical staff.
- 2.9. The Contractor shall identify the policy and financing policy changes required to sustain project activities within six (6) months of the contract effective date.

3. Staffing

- 3.1. The Contractor shall ensure staff for the ProHealth NH Integrated Healthcare Home is hired within ninety (90) days of the contract effective date, and shall include, but not be limited to:
- 3.1.1. Site Project Director – 1 FTE. The Site Project Director shall possess an MA or MS in a health related field.
 - 3.1.2. Project Interviewer – 1 FTE. The Project Interviewer shall possess a Bachelor's degree.
 - 3.1.3. Data Entry Specialist – 0.5 FTE. The Data Entry Specialist shall possess a Bachelor's degree and be fluent in medical and psychiatric terminology as well as medical outcome data indicators.
 - 3.1.4. Community Mental Health Center (CMHC) Technology Support – .1 FTE. Technology support shall include, but is not limited to:
 - 3.1.4.1. Maintaining the electronic health record (EHR) and Clinician's Desk Top (CDT) systems in order to facilitate the accurate collection and reporting of data and access to a shared care plan by appropriate project staff;
 - 3.1.4.2. Facilitating the capacity to document new data elements in clinical records; and
 - 3.1.4.3. Facilitating the extraction of existing data.
 - 3.1.5. Consumer Expert Advisors – .1 FTE-Youth, and (2) .1 FTE-Young Adult. Expert Advisors shall be participants involved with integrated care: BWLW and HCHC) and shall:
 - 3.1.5.1. Serve on the Advisory Council;
 - 3.1.5.2. Attend quarterly meetings with the Council;



Exhibit A

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- 3.1.5.3. Attend follow-up quarterly meetings with the site leadership teams to provide input and feedback regarding the Health Home content and format of the Health Home services, as well as on the success and barriers to implementation; and
 - 3.1.5.4. Meet with the Program Evaluation Team twice yearly to provide feedback on the evaluation measures and protocols, particularly with respect to cultural sensitivity.
 - 3.1.6. Behavior Change Clinicians – 1 FTE. Behavior Change Clinicians must possess an MS/MA in psychology, social work, counseling and/or psychology and must be licensed to practice in New Hampshire.
 - 3.1.7. Health Mentors – .25 FTE. Health Mentors must possess a Bachelor's degree in psychology, social work, counseling or related field and must be credentialed as a fitness trainer.
 - 3.1.8. American Sign Language (ASL) Interpreter – .4 FTE. ASL Interpreter shall have a valid license issued by the State of New Hampshire Interpreter Licensure Board. Individuals will be hired from the communities to be served and shall attend a sixty (60) hour Community Health Worker course and a fifteen (15) hour supplementary mental health training, both offered by the Southern New Hampshire Area Health Education Center (SNHAHEC).
 - 3.1.9. Other Language Interpreter – .1 FTE. Interpreter must have a valid license issued by the State of New Hampshire Interpreter Licensure Board.
 - 3.1.10. Community Mental Health Outreach Workers, also referred to as Community Mental Health Workers (CHWs) – .6 FTE for Deaf Services CHW. CHWs shall work independently and collaboratively within a multi-disciplinary team in order to engage deaf, LBGT, refugee and immigrant and other vulnerable/underserved populations in services that will improve health and reduce risk behaviors and other activities appropriate to the roles, skills and qualities of a CHW.
 - 3.2. The Contractor shall ensure the FQHC employs and maintains the following staff positions, to be located at the FQHC:
 - 3.2.1. Primary Care Advanced Practice Nurse or Physician – .15 FTE, who possesses a valid and unrestricted license to practice in his/her field with a minimum of two (2) years of experience in a primary care office setting.
 - 3.2.2. Registered Nurse (RN) or RN/C – .15 FTE, with license to practice in New Hampshire with at least two (2) years' experience in a primary care office setting.



Exhibit A

- 3.2.3. Primary Care Medical Assistant – .15 FTE, who must be certified as a medical assistant and possess at least one (1) year of experience providing care to an out patient population with a Multidisciplinary Medical Team.
- 3.2.4. Patient Service Representative/Intake/Administrative Support Staff – .15 FTE, who shall possess a High School Diploma or its equivalent.
- 3.2.5. Community Mental Health Outreach Workers, also referred to as Community Mental Health Workers (CHWs) – .5 FTE multi-lingual CHW and .15 FTE General and LGBT CHW. CHWs shall work independently and collaboratively within a multi-disciplinary team in order to engage deaf, LBGT, refugee and immigrant and other vulnerable/underserved populations in services that will improve health and reduce risk behaviors and other activities appropriate to the roles, skills and qualities of a CHW.

4. Project Management

- 4.1. The Contractor shall meet with the FQHC team and Department staff on a weekly basis to develop a shared treatment plan, communication strategies, treatment team meeting schedules, consultation strategies and designated responsibilities for communications and interventions.
- 4.2. The Contractor shall track outcomes to ensure continuous quality improvement for the integrated care service.
- 4.3. The Contractor, in collaboration with consultants and the Department, shall create policies, procedure manuals and databases within three (3) months of the contract effective date.

5. Training

- 5.1. The Contractor, in conjunction with Department leaders and staff, shall ensure Consultants work with the Contractor's Project leader and staff and FQHC Primary Care (PC) Project leader and PC Providers to provide training and supervision, which shall include, but is not limited to:
 - 5.1.1. Initial two (2) full day trainings conducted no later than six (6) months from the contract effective date, at location(s) selected by the Contractor.
 - 5.1.2. One (1) hour of supervision shall be provided on-site on a weekly basis.
 - 5.1.3. Training on proper safeguarding of confidential information and 42 CFR Part 2 information in conformance with administrative rules, and state and federal laws.
 - 5.1.4. Additional trainings and supervision, as needed, to address newly identified needs and staff turnover, which may include but are not limited to:



Exhibit A

- 5.1.4.1. Overarching training on program goals and objectives including, but not limited to, training for primary care providers related to the CMHC system and services;
- 5.1.4.2. Training for CMHC providers related to the primary care system, physical health, tracking health indicators and wellness.
- 5.1.4.3. Training on medical 'vital signs' and laboratory screening procedures for psychiatrists, nurses, and other medical staff.
- 5.1.4.4. Training on behavioral health 'vital signs' for all staff.
- 5.1.4.5. Training on integration and communication strategies including, but not limited to, staff training to implement screenings into the workflow and to document screenings for health and behavioral health 'vital signs.'
- 5.1.4.6. Training for Health Mentors and Health Behavior Change Specialists at time of hire.
- 5.1.4.7. Training for Contractor staff on Chronic Physical Health Conditions and Health Risk behaviors and use of decision aids and decision support for psychotropic medication use shall occur at least once with the Contract Period.

6. Data Collection and Reporting

- 6.1. The Contractor shall obtain consent from participants to collect data related to ProHealth NH and shall store consent forms in a locked file cabinet.
- 6.2. The Contractor shall ensure all releases of confidentiality and prohibitions on disclosure of information are in compliance with all administrative rules, and state and federal laws, including the prohibition for re-disclosure of 42 CFR Part 2 information.
- 6.3. The Contractor shall submit quarterly reports of de-identifiable and aggregate data to the Department and to the Substance Abuse and Mental Health Services Administration (SAMHSA) through a secure portal beginning ninety (90) days from the contract effective date.
- 6.4. The Contractor shall work with the Department to streamline, automate and align reporting with existing reports where possible.
- 6.5. The Contractor shall provide quarterly reports to the Department that include, but are not limited to:
 - 6.5.1. Number of participants screened for ProHealth NH during the quarter;
 - 6.5.2. Number of participants newly enrolled in ProHealth NH during the quarter;
 - 6.5.3. Number of participants who received ProHealth NH health and behavioral screening and assessments during the quarter;



Exhibit A

-
- 6.5.4. Number of participants screened for:
 - 6.5.4.1. Trauma;
 - 6.5.4.2. Depression;
 - 6.5.4.3. Substance use disorders;
 - 6.5.4.4. Medication use among youth;
 - 6.5.4.5. Involvement or interest in employment or education;
 - 6.5.4.6. Need for assertive community treatment; and
 - 6.5.4.7. Desire for symptom management.
 - 6.5.4.8. Number of participants referred to each treatment based on needs identified in the screenings described in 6.4.3.1. (i.e., seven (7) treatment areas including, but not limited to MATCH, SE, ACT and IMR).
 - 6.5.5. National Outcome Measures (NOMs) obtained during the quarter;
 - 6.5.6. Total number of participants who received each of the screenings and assessments in 6.5.4. during the quarter;
 - 6.5.7. Total number of patients age sixteen (16) to thirty-five (35) in care at the CMHC during the quarter.
 - 6.6. The Contractor shall report on the following items through electronic medical record data reports on a quarterly basis:
 - 6.6.1. Number of participants in supportive housing or independent living programs during the quarter;
 - 6.6.2. Number of participants who attended social and rehabilitative programs during the quarter;
 - 6.6.3. Number of participants who participated in each of the EBP services listed in Section 2.5 during the quarter;
 - 6.6.4. Number of participants who attended a scheduled medical appointment during the quarter;
 - 6.6.5. Number of participants who attended a scheduled mental health appointment during the quarter;
 - 6.6.6. Number of participants who completed tobacco education during the quarter;
 - 6.6.7. Number of participants who completed obesity education during the quarter;
 - 6.6.8. Number of participants who attended Breath Well Live Well during the quarter;



Exhibit A

- 6.6.9. Number of participants who attended Health Choices Healthy Changes during the quarter; and
- 6.6.10. Cumulative totals of participants engaged in each of the activities in Section 6.5.4. above.
- 6.7. The contractor shall report on any additional data as requested by the Department on a quarterly basis, including, but not limited to:
 - 6.7.1. EBT focus groups and qualitative interviews;
 - 6.7.2. Participants' satisfactory performance in work and school settings;
 - 6.7.3. The level of compliance with prescribed medication regimes;
 - 6.7.4. The level of compliance with attending scheduled medical and behavioral health appointments; and
 - 6.7.5. Any additional data specified by SAMHSA.

7. Quality Improvement Activities

- 7.1. The Contractor shall conduct quarterly QI meetings to evaluate if performance measures and project objectives have been met for the previous quarter in relation to the project implementation timeline.
- 7.2. The Contractor shall ensure participants at the quarterly meetings in Section 7.1, above, include, but are not limited to:
 - 7.2.1. Contractor Project Director;
 - 7.2.2. Department Project Director;
 - 7.2.3. Subcontracted Program Evaluator;
 - 7.2.4. QI Director;
 - 7.2.5. Clinical Director;
 - 7.2.6. Children's Service Director; and
 - 7.2.7. FQHC Administrative Director.
- 7.3. The Contractor shall ensure items to be reviewed at the quarterly QI meetings include, but are not limited to:
 - 7.3.1. Quarterly report submitted to SAMHSA;
 - 7.3.2. Feedback from the Advisory Council;
 - 7.3.3. Feedback from the Consumer Experts; and
 - 7.3.4. Feedback from SAMHSA.



Exhibit A

7.4. The Contractor shall develop and update quarterly Written Action Plans to guide work, which shall be updated on a quarterly basis, or as needed.

8. Deliverables

- 8.1. The Contractor shall enter into an agreement with the FQHC to provide co-located, integrated primary care services no later than three (3) months from the contract effective date.
- 8.2. The Contractor shall ensure the FQHC is approved by HRSA, Medicare, and Medicaid to deliver primary care services onsite at the Contractor's location, no later than six (6) months from the contract effective date.
- 8.3. The Contractor shall ensure staff for the Integrated Healthcare Home is hired within ninety (90) days of the contract effective date.

9. Baseline Performance Measurements

- 9.1. The Contractor shall establish baseline rates for the following performance measures, reporting on the proportion of individuals enrolled in ProHealth NH who received the following:
 - 9.1.1. Evidence-based mental health treatment for those whose mental health screening indicates a need;
 - 9.1.2. Health education for weight among those with higher than normal BMI as measured in health screening;
 - 9.1.3. Health education for tobacco among those who use tobacco as indicated in health screening;
- 9.2. The Contractor shall establish baseline rates for the following performance measures, reporting on the proportion of individuals enrolled in ProHealth NH who received the following health behavior change services:
 - 9.2.1. Breath Well, Live Well Tobacco Program for those who use tobacco;
 - 9.2.2. Healthy Choices Healthy Changes Weight, nutrition and fitness program for those with obesity.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with Federal Funds from the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA #93.243, Federal Award Identification Number (FAIN) #H79SM080245.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with Exhibit B-1 Budget.
 - 4.2. The Contractor shall submit invoices in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoices must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.3. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 4.6. Invoices shall be mailed to:

Financial Administrator
Department of Health and Human Services
Division for Behavioral Health
105 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining further approval from the Governor and Executive Council.

Exhibit B-1 Budget

Start Up Supplies - 1 time costs				
Laptops		8	\$ 1,250	\$ 10,000
Docking Stations		8	\$ 250	\$ 2,000
Computer Cabling				\$ 500
EKG		1	\$ 3,450	
AED		1	\$ 1,800	\$ 1,800
Adult Bariatric Scale		1	\$ 1,500	\$ 1,500
Tympanic Thermometer		2	\$ 317	
Stadiometer		1	\$ 235	\$ 235
Audiometer		1	\$ 1,500	
Vision Screener		1	\$ 2,810	
Pulse Ox		2	\$ 475	
Microscope		1	\$ 475	
Clinitek Status		1	\$ 670	
Glucose Testing		1	\$ 670	
Vaccine Freezer		1	\$ 870	
Breath carbon monoxide monitor		1	\$ 2,000	\$ 2,000
Subtotal - Start Up Supplies				\$ 18,035,000
Total Supplies				\$ 26,657,000

F: CONTRACT

Name	Service	Rate	Other (FTE)	Cost State FY1
Primary Care - NP/PA	TBD	\$ 100,000	0.15	\$ 11,250
RN - Care Coordinator	TBD	\$ 62,500	0.15	\$ 7,031
Medical Provider Vacation Coverage	TBD	\$ 100,000	0.03	\$ 2,250
Medical Assistant	TBD	\$ 33,500	0.15	\$ 3,769
Medical Assistant Vacation Coverage	TBD	\$ 33,500	0.03	\$ 754
Community Health Worker-Gen. & LGBT	TBD	\$ 37,500	0.15	\$ 4,219
Community Health Worker-multi-lingual	TBD	\$ 37,500	50%	\$14,062.50
Intake Staff	TBD	\$ 29,500	0.15	\$ 3,319
Evaluation contractor				\$ 15,000
Training/supervision contractor Enrollment & Rewards				\$ 15,000
Training/supervision contractor InSHAPE youth				\$ 7,500
Training/supervision contractor Minority				\$ 7,500
Web-based Motivational education for tobacco and obesity				\$15,000.00
IT Consultant for data extraction solution				\$10,800.00
Less 10% ramp up for Medical Staff year 1				\$ (2,927)
Total Contracts				\$ 124,527

G: CONSTRUCTION:

H: OTHER

Items	Rate		Cost State FY1
Advertising / Promotions			\$ 1,500
Rewards Program	5 Year enrollment	\$ Year cost	
Cessation rewards wk 1-wk4, wk 6,8,10,12 (\$30 each)	70	\$ 33,600	\$ 4,032
Weight watchers	15 sessions	\$ 24,000	\$ 2,880
Gym memberships	12 months	\$ 9,750	\$ 1,170

Exhibit B-1 Budget

Greater Nashua Mental Health Center of Community Council
 SFY 2019 (10/1/18-6/30/19)
 Promoting Integration of Primary and Behavioral Health Care

Budget Narrative File for SFY 2019

Greater Nashua MBC

A: Personnel

Position	Name	Annual Salary	Level of Effort	Cost State FY19
Site Project Director	Cynthia Whiteaker	\$ 70,000	100%	\$52,500.00
Behavior Change Clinician		\$ 46,000	100%	\$34,500.00
Behavior Change Clinician Coverage		\$ 46,000	6%	\$2,070.00
Health Mentor		\$ 37,500	25%	\$7,031.25
Health Mentor Coverage		\$ 37,500	6%	\$1,687.50
Community Outreach Worker-Deaf Beh. Health (State-wide)		\$ 37,500	60%	\$16,875.00
Interpreter-ASL (Deaf)		\$ 50,000	40%	\$15,000.00
Interpreter-Other Lang.		\$ 50,000	100%	\$37,750.00
IT Staff		\$ 100,000	10%	\$7,500.00
Data Entry Admin Support		\$ 35,000	50%	\$13,125.00
Evaluator/Interviewer		\$ 45,000	100%	\$33,750.00
Consumer expert advisor- Youth		\$ 35,000	10%	\$2,625.00
Consumer expert advisor- Young Adult		\$ 35,000	10%	\$2,625.00
Consumer expert advisor - Young Adult		\$ 35,000	10%	\$2,625.00
Less 10% Ramp up 1st Year				-\$19,566.38
Total Personnel				\$178,097.38

B. Fringe Benefits

Component	Rate	Wage	Cost State FY19
Payroll Taxes / Benefits	28.00%	\$234,797	\$49,307
Total Fringe Benefits			\$49,307

JUSTIFICATION: Fringe reflects current percentage of payroll Taxes and Benefits

C: Travel

Mileage	Local	3,000 miles	Rate	Cost State FY19
Total Travel				\$1,203.75

D: EQUIPMENT

Items:	Quantity	Rate	Cost State FY19
Vaccine Refrigerator	0	\$ 6,550	\$0

E: SUPPLIES

Items	Rate	Quantity	Cost State FY19
Office/Medical Supplies:			
Medical Supplies	\$208/month x 12 months		\$1,872
Vaccines	\$250/month x 12 months		\$
Office Supplies	\$167/month x 12 months		\$1,503
Postage	\$83/month x 12 months		\$747
Copier/Printer Leases	\$250/month x 12 months		\$2,250
Lab	\$250/month x 12 months		\$2,250
Subtotal - Office/Medical Supplies			\$8,622
Item - Startup			

10-24-18
 CA

Exhibit B-1 Budget

Fitness participation rewards	12 sessions	65	\$	23,400	\$	2,808
Quitline participation rewards		65	\$	5,850	\$	702
Tobacco education participation rewards		125	\$	3,750	\$	450
Obesity education participation rewards		125	\$	3,750	\$	450
Other startup costs						
Legal costs to review documents for CMHC / FQHC contract, shared client releases, etc.						\$4,000.00
Total Other without startup					\$	13,992
Total Other with startup					\$	17,992
Total Direct Costs					\$	385,784
Indirect Costs	Rate - 35% applied to non startup costs				\$	127,312
Total Greater Nashua MHC					\$	516,096.00

Exhibit B-1 Budget

Contractor Initials CA

SS-2019-DBM-02-PROHE-02

Date 10-24-18

CA
10-24-18

ORIGINAL

NONPROFIT RATE AGREEMENT

EIN: 02-0222121

DATE: 03/14/2012

ORGANIZATION:

Community Council of Nashua, NH
100 West Pearl Street
Nashua, NH 03060

FILING REF.: The preceding
agreement was dated
01/17/2012

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES

RATE TYPES: **FIXED** **FINAL** **PROV. (PROVISIONAL)** **PRED. (PRDTERMINED)**

EFFECTIVE PERIOD

<u>TYPE</u>	<u>FROM</u>	<u>TO</u>	<u>RATE(\$)</u>	<u>LOCATION</u>	<u>APPLICABLE TO</u>
FINAL	07/01/2010	06/30/2011	35.10	On-Site	All Programs
PRED.	07/01/2011	06/30/2014	35.00	On-Site	All Programs
PROV.	07/01/2014	Until Amended	35.00	On-Site	All Programs

*BASE

Direct salaries and wages including all fringe benefits.

ORGANIZATION: Community Council of Nashua, NH

AGREEMENT DATE: 03/14/2012

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

Fringe benefits applicable to direct salaries and wages are treated as direct costs.

TREATMENT OF PAID ABSENCES

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims are not made for the cost of these paid absences.

Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year, and an acquisition cost of \$1,000 or more per unit.

ORGANIZATION: Community Council of Nashua, NH

AGREEMENT DATE: 03/14/2012

SECTION III: GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions: (1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rates would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGE:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognizant agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowances.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Office of Management and Budget Circular A-113 Circular, and should be applied to grants, contracts and other agreements covered by this Circular, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

E. OTHER:

If any Federal contract, grant or other agreement is reimbursing indirect costs by a means other than the approved rate(s) in this Agreement, the organization should (1) credit such costs to the affected programs, and (2) apply the approved rate(s) to the appropriate base to identify the proper amount of indirect costs allocable to these programs.

BY THE INSTITUTION:

Community Council of Nashua, NH

(INSTITUTION)

(SIGNATURE)

(NAME)

(TITLE)

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

(SIGNATURE)

Robert I. ASTORSON

(NAME)

Director, Northeastern Field Office

(TITLE)

3/14/2012

(DATE) 1342

HHS REPRESENTATIVE:

Jeffrey Warren

Telephone:

(212) 264-2069



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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



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

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

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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



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

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

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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

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

2. Revisions to Exhibit C, Special Provisions

2.1. Section 9. Audit is deleted in its entirety and replaced with:

9. Audit: Contractor shall submit an annual audit to the Department within 120 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of



Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

3. Renewal

- 3.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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




- 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.

Contractor Name:

10-24-18
Date


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



CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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.

Contractor Name:

Name: Charles D. Amott
Title: PAFFS CEO.

10-24-18
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

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

10-24-18
Date



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

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

Contractor 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

Contractor Initials

CA

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

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

Contractor Name:

Name: Cesar D. Amorin
Title: Pres. & CEO

10-24-18

Date

Exhibit G

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

Contractor Initials CA



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

Name: Craig B. Amos
Title: Pres. / CEO

10-24-18
Date



Exhibit I

HEALTH INSURANCE PORTABILITY 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 (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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

10/30/18
Date

Greenleaf Health
Name of the Contractor

[Signature]
Signature of Authorized Representative

CRAIG D. AMORI
Name of Authorized Representative

Pres. & CEO
Title of Authorized Representative

10-24-18
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: Craig A. Amott
Title: Pres. & CEO

10-24-18
Date



FORM A

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

1. The DUNS number for your entity is: 081249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 NO YES

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

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

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

 NO YES

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

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

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

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

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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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

New Hampshire Department of Health and Human Services

Exhibit K

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

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.).

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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

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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

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 Health and Human Services
Amendment #1 to the ProHealth NH: Partnerships to Improve Health and Wellness
for Young People with SED and SMI

This 1st Amendment to the ProHealth NH: Partnerships to Improve Health and Wellness for Young People with SED and SMI contract (hereinafter referred to as "Amendment #1") dated this 2nd day of April, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 401 Cypress Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 14, 2018, (Item 13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18 and Exhibit C-1, Revisions to General Provisions; Paragraph 2, Renewal; the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2021.

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

~~\$1,796,421~~ \$1,796,422. WJR 05/15/2019 VDF 5/17/19

3. Amend Exhibit A, Scope of Services, Section 6. Data Collection and Reporting, to read:

6. Data Collection and Reporting

6.1. The Contractor shall obtain consent from participants to collect data related to ProHealth NH and shall store consent forms in a locked file cabinet.

6.2. The Contractor shall ensure all releases of confidentiality and prohibitions on disclosure of information are in compliance with all administrative rules, and state and federal laws, including the prohibition for re-disclosure of 42 CFR Part 2 information.

6.3. The Contractor shall work with the Department to streamline, automate and align reporting with existing reports where possible.

6.4. The Contractor shall submit de-identifiable and/or aggregate data to the Department.

WJR 05/15/2019



State of New Hampshire
Department of Health and Human Services
Amendment #1 to the ProHealth NH: Partnerships to Improve Health and Wellness
for Young People with SED and SMI

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- 6.3. The Contractor shall work with the Department to streamline, automate and align reporting with existing reports where possible.
- 6.4. The Contractor shall submit de-identifiable and/or aggregate data to the Department.



- 6.5. The Contractor shall submit real-time National Outcome Measures (NOMs) data to the Substance Abuse and Mental Health Services Administration (SAMHSA) through a secure portal.
- 6.6. The Contractor shall submit real-time, New Hampshire specific evaluation data; as specified in Subsection 6.7 below, and as requested by the Department, to the Dartmouth-Hitchcock Evaluation Team through a secure portal.
- 6.7. The Contractor shall work with Dartmouth-Hitchcock to provide quarterly reports to the Department that include National Outcome Measure (NOMs) and New Hampshire specific CMHC data points including, but not limited to:
 - 6.7.1. Number of participants screened for ProHealth NH;
 - 6.7.2. Number of participants newly enrolled in ProHealth NH;
 - 6.7.3. Number of participants who received ProHealth NH health and behavioral screening and assessments;
 - 6.7.4. Number of participants screened for:
 - 6.7.4.1. Trauma;
 - 6.7.4.2. Depression;
 - 6.7.4.3. Substance use disorders;
 - 6.7.4.4. Medication use among youth;
 - 6.7.4.5. Involvement or interest in employment or education;
 - 6.7.4.6. Need for assertive community treatment; and
 - 6.7.4.7. Desire for symptom management.
 - 6.7.5. Number of participants referred to each treatment based on needs identified in the screenings described in Subsection 2.4. (i.e., eight (8) treatment areas including, but not limited to MATCH, SE, ACT and IMR);
 - 6.7.6. Total number of participants who received each of the screenings and assessments in 6.7.4;
 - 6.7.7. Total number of patients sixteen (16) to thirty-five (35) years of age in care at the CMHC; and
 - 6.7.8. National Outcome Measures (NOMs) obtained.
- 6.8. The Contractor shall report quarterly on the following items through electronic medical record:
 - 6.8.1. Number of participants in supportive housing or independent living programs;
 - 6.8.2. Number of participants who attended social and rehabilitative programs;
 - 6.8.3. Number of participants who participated in each of the EBP services listed in Subsection 2.4;



- 6.8.4. Number of participants who attended a scheduled medical appointment;
 - 6.8.5. Number of participants who attended a scheduled mental health appointment;
 - 6.8.6. Number of participants who completed tobacco education;
 - 6.8.7. Number of participants who completed obesity education;
 - 6.8.8. Number of participants who attended Breath Well Live Well;
 - 6.8.9. Number of participants who attended Health Choices Healthy Changes; and
 - 6.8.10. Cumulative totals of participants engaged in each of the activities in Subsection 6.7. above.
- 6.9. The Contractor shall report quarterly on any additional data as requested by the Department, including, but not limited to:
- 6.9.1. EBT focus groups and qualitative interviews;
 - 6.9.2. Participants' satisfactory performance in work and school settings;
 - 6.9.3. The level of compliance with prescribed medication regimes;
 - 6.9.4. The level of compliance with attending scheduled medical and behavioral health appointments; and
 - 6.9.5. Any additional data specified by SAMHSA.
- 6.10. The Contractor shall submit monthly reports on financial rewards distributed from advanced payments for rewards, as specified in Subsections 2.3 and 2.7, to the Department.
4. Amend Exhibit A, Scope of Services, Section 8. Deliverables, to read:
- 8. Deliverables**
- 8.1. The Contractor shall enter into an agreement with the FQHC to provide co-located, integrated primary care services no later than three (3) months from the contract effective date.
 - 8.2. The Contractor shall ensure the FQHC is approved by HRSA, Medicare, and Medicaid to deliver primary care services onsite at the Contractor's location, no later than six (6) months from the contract effective date.
 - 8.3. The Contractor shall ensure staff for the Integrated Healthcare Home is hired within ninety (90) days of the contract effective date.
 - 8.4. The Contractor shall subcontract with an entity approved by the Department to provide external evaluation services, training and supervision for the implementation of ProHealth NH evaluation and service activities no later than ten (10) months from the contract effective date.



-
- 8.5. The Contractor shall subcontract with a software institution approved by the Department for the electronic monitoring and provision of gift card rewards to clients no later than ten (10) months from the contract effective date. Said gift cards will support rewards as specified in Subsections 2.3 and 2.7.
 5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B – Amendment #1
 6. Delete Exhibit B-1 Budget in its entirety and replace with Exhibit B-1 Budget – Amendment #1.
 7. Add Exhibit B-2 Budget – Amendment #1.
 8. Add Exhibit B-3 Budget – Amendment #1.

New Hampshire Department of Health and Human Services
ProHealth NH: Partnerships to Improve Health and Wellness for Young People
with SED and SMI



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/7/19
Date

Katja S. Fox
Katja S. Fox
Director

The Mental Health Center of Greater Manchester

April 29, 2019
Date

William Rider
Name: William Rider
Title: President / Chief Executive Officer

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on April 29, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Joanne C. Duclos
Signature of Notary Public or Justice of the Peace

JOANNE C. DUCLOS, Notary Public
My Commission Expires August 8, 2023
Name and Title of Notary or Justice of the Peace

My Commission Expires: August 8, 2023



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

OFFICE OF THE ATTORNEY GENERAL

5/14/2019
Date

Nancy J. Smith
Name: *Nancy J. Smith*
Title: *Sr. Asst. Atty General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with Federal Funds from the Substance Abuse and Mental Health Services Administration (SAMHSA); CFDA #93.243, Federal Award Identification Number (FAIN) #H79SM080245.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with Exhibit B-1 Budget – Amendment #1, Exhibit B-2 Budget – Amendment #1 and Exhibit B-3 Budget – Amendment #1.
 - 4.1.1. Payment shall be on an advance payment basis for gift card reward expenses incurred in the fulfillment of this Agreement in accordance with Exhibit B-1 Budget – Amendment #1 (line item H, Rewards Program), Exhibit B-2 Budget – Amendment #1 and Exhibit B-3 Budget – Amendment #1; and as described in Exhibit A Scope of Services, Subsections 2.3, 2.7, 8.5 and 8.6.
 - 4.2. The Contractor shall submit invoices in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoices must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.3. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 4.6. Invoices shall be mailed to:

Financial Administrator
Department of Health and Human Services
Division for Behavioral Health
105 Pleasant Street
Concord, NH 03301

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services; in this Exhibit B – Amendment #1 and within any Amendments to the Contract.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.



Exhibit B – Amendment #1

7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining further approval from the Governor and Executive Council.

WTR

Date 4/29/19

Exhibit B-1 Budget - Amendment #1

Mental Health Center of Greater Manchester
Promoting Integration of Primary and Behavioral Health Care

Budget Narrative File for State FY2019					
MHC of Greater Manchester					
A: Personnel					
Position		Annual Salary	Level of Effort	Cost	FY19
Site Project Director		\$ 60,320	100%	\$ 60,320	40,716
Project Data Entry Staff		\$ 35,360	50%	\$ 17,680	9,282
Behavior Change Clinician		\$ 45,760	100%	\$ 45,760	24,024
Health Mentor		\$ 38,480	25%	\$ 9,620	5,051
Evaluator/Interviewer		\$ 45,000	100%	\$ 45,000	23,625
Consumer expert advisor- Youth		\$ 35,000	10%	\$ 3,500	1,838
Consumer expert advisor - Youth		\$ 35,000	10%	\$ 3,500	1,838
Consumer expert advisor - Young Adult		\$ 35,000	10%	\$ 3,500	2,129
Less 10% Ramp up 1st Year				\$ (18,888)	0
Total Personnel				\$ 169,992	108,502
B. Fringe Benefits					
Component		Rate	Wage	Cost Per Year	
Payroll Taxes / Benefits		30.00%	\$169,992	\$ 50,998	32,551
Total Fringe Benefits				\$ 50,998	32,551
JUSTIFICATION:					
(1) Fringe reflects current percentage of payroll taxes and benefits					
(2) Site Project Director: ensures all site project activities completed, supervises staff					
(3) Behavior Change Clinician: Manages BWLW program and health behavior incentives, helps with enrollment					
(4) Health Mentor: Delivers HCHC program					
(5) Evaluator/Interviewer: Interviews participants to obtain outcomes assessment, obtains other data					
(6) Consumer expert advisor- Youth: Attends Council, reviews materials, advises Project Directors					
(7) Consumer expert advisor-Young Adult: Attends Council, reviews materials, advises Project Directors					
(8) CMHC Administrative Support: enters project data and provides admin support to project staff					
C: Travel					
Mileage	Local	5,000 miles	\$ 0.535	\$ 2,675	2,006
Total Travel				\$ 2,675	2,006
JUSTIFICATION: Project staff mileage reimbursement for regional and State travel, approximately 5,000 miles					
D: EQUIPMENT					
				\$ -	
E: SUPPLIES					
Items		Rate		Cost	
Operational Supplies:					
Medical Supplies	500 visits/year x \$5/visit			\$ 2,500	
Office Supplies	\$200/month x 12 months			\$ 2,400	
Housekeeping Supplies	\$133/month x 12 months			\$ 1,596	

Exhibit B-1 Budget - Amendment #1

	Subtotal Operational Supplies	\$	6,496	4,872
Start Up Supplies - 1 time costs				
Technology Licenses	EMR (3), CPS (2), Visualization (2), Citrix (4), Windows (4),	\$	24,871	9,327
Copier/Fax/Scan	Konica Bizhub 654e copier/fax/scanner	\$	9,500	3,563
Postage Meter		\$	500	188
Telephony	20 Phone system licenses, 10 laptop computers, 20 telephones,	\$	79,550	29,831
Equipment/Furniture	4 Exam tables, EKG & AED equipment, adult bariatric scale,	\$	58,662	21,998
	Subtotal Start up Supplies @ 50%	\$	86,542	0
Budget Reduction				(22,114)
Total Supplies		\$	93,038	69,778
JUSTIFICATION: Medical, office and housekeeping supplies needed for the project.				0

F: CONTRACT				
Name	Service	Rate	Other (FTE)	Cost
Primary Care NP/PA	TBD	\$ 100,000	25%	\$ 25,000
RN - Care Coordinator	TBD	\$ 79,280	25%	\$ 19,820
Medical Assistant	TBD	\$ 32,240	25%	\$ 8,060
Community Health Worker	TBD	\$ 52,780	25%	\$ 13,195
Community Health Worker	TBD	\$ 52,780	25%	\$ 13,195
Coordination Bhutanese C	104	\$ 50		\$ 5,200
Cultural Brokering & Lang	780 hours	\$55/hr.		\$ 42,900
Pt Service Rep/Intake/Fro	TBD	\$ 32,240	25%	\$ 8,060
Total FQHC				47,439
I/T Maintenance & Service Fees				\$ 15,000
Contracted Billing Services				\$ 7,000
Total IT & Billing				12,525
Evaluation contractor				\$ 20,000 15,000
Training/supervision contractor Enrollment & Rewards				\$ 20,000 15,000
Training/supervision contractor InSHAPE youth				\$ 10,000 7,500
Training/supervision contractor Minority				\$ 10,000 7,500
Web-based motivational education for obesity and smoking				15,001
Consumer Expert Advisor Consultation Contractor				22,115
Less 10% ramp up for Medical Staff year 1				\$ (8,447) 0
Total Contracts:				\$ 208,983 119,965

- JUSTIFICATION:**
- (1) Contract costs include costs for percentage of time physician/nurse practitioner and assistant will be seeing
 - (2) Primary Care Provider delivers primary care commensurate with training and monitors clinical performance
 - (3) Community Health Worker (CHW) provides community evidenced-based interventions aimed to improved
 - (4) Evaluation contractor necessary to supervise, oversee and ensure that all required data is collected and
 - (5) Training/supervision contractors needed to ensure that staff obtain skills necessary to delivery Health Home
 - (6) IT Service and Maintenance necessary to enable changes to EMR to ensure coordination, data collection and

G: CONSTRUCTION:

H: OTHER				
Items	Rate	Cost		
Office Remodel				36,500
Occupancy	\$28/SF x 2,600 square feet @ 50% of cost	\$	36,500	0
Insurances: Liability & Commercial	\$1,250/month x 12 months	\$	15,000	6,250
Lab / Phlebotomy	\$250/month x 12 months	\$	3,000	2,250
Clinicians Licensing		\$	2,000	1,500

Exhibit B-1 Budget - Amendment #1

Vaccines	\$208/month x 12 months		\$	2,500	1,875
Linens / supplies	\$250/month x 12 months		\$	3,000	2,250
Postage	\$83/month x 12 months		\$	1,000	750
Advertising/Public Relations			\$	2,000	1,500
Rewards Program		5 Year enrollment	5 Year cost		
Cessation rewards wk 1-wk4, wk 6,8,10,12 (\$30 .	125		\$	60,000	\$
				9,600	7,200
Weight watchers	15 sessions	50	\$	24,000	\$
				3,840	2,880
Gym memberships	12 months	125	\$	18,750	\$
				3,000	2,250
Fitness participation rewards	12 sessions	125	\$	45,000	\$
				7,200	5,400
Quitline participation rewards		125	\$	11,250	\$
				1,800	1,350
Tobacco education participation rewards		250	\$	7,500	\$
				1,200	900
Obesity education participation rewards		250	\$	7,500	\$
				1,200	900
Budget Reduction					(9,125)
Total Other			\$	92,840	64,630
JUSTIFICATION:					
(1) Occupancy costs include lease payments, condo association fees, utilities, cable security alarm, internet,					
(2) Insurance costs represents annual premiums for professional and general liability, commercial and property					
(3) Lab, licensing, vaccines, linen/supplies, postage and advertising are all needed for the operation of the					
(4) Rewards Program - represents incentive items such as gift certificates, gym memberships, Weight Watchers					
Total Direct Costs			\$	618,525	397,431
Indirect Costs	Rate - 10%		\$	61,853	39,743
Total MHC of Greater Manchester			\$	680,378	437,174

Exhibit B-2 Budget - Amendment #1

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

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

Budget Request for: ProHealth - Promoting Integration of Primary and Behavioral Health Care
 (Name of RFP)

Budget Period: 07/01/2019 - 06/30/2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 251,220	\$ 31,165	\$ 282,386	\$ 82,755	\$ 6,973	\$ 89,728	\$ 168,465	\$ 24,192	\$ 192,658
2. Employee Benefits	\$ 80,985	\$ 4,628	\$ 85,613	\$ 24,034	\$ 3,782	\$ 27,816	\$ 56,951	\$ 846	\$ 57,797
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 81,463	\$ 7,543	\$ 89,006	\$ 14,250	\$ 650	\$ 14,900	\$ 67,213	\$ 6,893	\$ 74,106
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ 3,140	\$ 420	\$ 3,560	\$ 500	\$ 60	\$ 560	\$ 2,640	\$ 360	\$ 3,000
Pharmacy	\$ 2,709	\$ 342	\$ 3,051	\$ 500	\$ 55	\$ 555	\$ 2,209	\$ 287	\$ 2,496
Medical	\$ 6,145	\$ 715	\$ 6,860	\$ 1,250	\$ 110	\$ 1,360	\$ 4,895	\$ 605	\$ 5,500
Office	\$ 1,984	\$ 261	\$ 2,245	\$ 400	\$ 45	\$ 445	\$ 1,584	\$ 216	\$ 1,800
6. Travel	\$ 4,456	\$ 611	\$ 5,067	\$ 950	\$ 110	\$ 1,060	\$ 3,506	\$ 501	\$ 4,007
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 976	\$ 132	\$ 1,108	\$ 100	\$ 12	\$ 112	\$ 876	\$ 120	\$ 996
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 14,825	\$ 1,575	\$ 16,400	\$ 1,250	\$ 150	\$ 1,400	\$ 13,575	\$ 1,425	\$ 15,000
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 14,530	\$ 1,656	\$ 16,186	\$ 3,400	\$ 350	\$ 3,750	\$ 11,130	\$ 1,306	\$ 12,436
10. Marketing/Communications	\$ 734	\$ 118	\$ 850	\$ 200	\$ 50	\$ 250	\$ 534	\$ 86	\$ 600
11. Staff Education and Training	\$ 2,535	\$ 315	\$ 2,850	\$ 750	\$ 100	\$ 850	\$ 1,785	\$ 215	\$ 2,000
12. Subcontracts/Agreements	\$ 257,857	\$ 20,297	\$ 278,154	\$ 17,500	\$ 715	\$ 18,215	\$ 240,357	\$ 19,582	\$ 259,939
13a. Other - (Health Rewards)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13b. Other - (Office Remodel)	\$ 29,325	\$ 3,503	\$ 32,828	\$ 17,750	\$ 1,925	\$ 19,675	\$ 11,575	\$ 1,578	\$ 13,153
13c. Other - (Indirect)	\$ 76,825	\$ 7,142	\$ 83,967	\$ 17,550	\$ 1,925	\$ 19,475	\$ 59,275	\$ 5,217	\$ 64,492
TOTAL	\$ 829,711	\$ 80,419	\$ 910,130	\$ 183,139	\$ 17,011	\$ 200,151	\$ 646,672	\$ 63,408	\$ 709,980

Indirect As A Percent of Direct

8.7%

SS-2019-DBH-02-PROHE-03-A01

Exhibit B-2 Budget - Amendment #1

Contractor Initials

Date

CKK
 4/29/19

Exhibit B-3 Budget - Amendment #1

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

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHHS. Everything else will automatically populate.

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

Budget Request for: ProHealth - Promoting Integration of Primary and Behavioral Health Care
 (Name of RFP)

Budget Period: 07/01/2020 - 06/30/2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages *	\$ 238,330	\$ 26,276	\$ 264,606	\$ 62,685	\$ 5,409	\$ 68,095	\$ 175,645	\$ 20,866	\$ 196,511
2. Employee Benefits	\$ 72,341	\$ 7,722	\$ 80,063	\$ 19,122	\$ 1,987	\$ 21,109	\$ 53,218	\$ 5,735	\$ 58,953
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 26,238	\$ 2,562	\$ 28,800	\$ 8,800	\$ 1,750	\$ 10,550	\$ 17,438	\$ 812	\$ 18,250
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ 3,398	\$ 433	\$ 3,830	\$ 750	\$ 80	\$ 830	\$ 2,648	\$ 353	\$ 3,000
Pharmacy	\$ 2,721	\$ 330	\$ 3,051	\$ 500	\$ 55	\$ 555	\$ 2,221	\$ 275	\$ 2,496
Medical	\$ 6,118	\$ 743	\$ 6,860	\$ 1,250	\$ 110	\$ 1,360	\$ 4,868	\$ 633	\$ 5,500
Office	\$ 3,976	\$ 465	\$ 4,441	\$ 400	\$ 45	\$ 445	\$ 3,576	\$ 420	\$ 3,996
6. Travel	\$ 2,906	\$ 354	\$ 3,260	\$ 525	\$ 60	\$ 585	\$ 2,381	\$ 294	\$ 2,675
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 976	\$ 132	\$ 1,108	\$ 100	\$ 12	\$ 112	\$ 878	\$ 120	\$ 996
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 14,675	\$ 1,725	\$ 16,400	\$ 1,250	\$ 150	\$ 1,400	\$ 13,425	\$ 1,575	\$ 15,000
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 11,525	\$ 1,100	\$ 12,625	\$ 11,525	\$ 1,100	\$ 12,625	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,190	\$ 260	\$ 2,450	\$ 400	\$ 50	\$ 450	\$ 1,790	\$ 210	\$ 2,000
11. Staff Education and Training	\$ 3,285	\$ 360	\$ 3,665	\$ 1,500	\$ 165	\$ 1,665	\$ 1,785	\$ 215	\$ 2,000
12. Subcontracts/Agreements	\$ 266,791	\$ 21,310	\$ 288,101	\$ 22,220	\$ 530	\$ 22,750	\$ 244,571	\$ 20,780	\$ 265,351
13a. Other - (Health Rewards)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13b. Other - (Office Remodel)	\$ 24,248	\$ 2,565	\$ 26,813	\$ 10,120	\$ 1,355	\$ 11,475	\$ 14,128	\$ 1,210	\$ 15,338
13c. Other - (Indirect)	\$ 68,158	\$ 6,219	\$ 74,377	\$ 15,550	\$ 1,625	\$ 17,175	\$ 52,608	\$ 4,594	\$ 57,202
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 747,876	\$ 72,674	\$ 820,449	\$ 166,698	\$ 14,483	\$ 171,181	\$ 691,177	\$ 58,091	\$ 649,268

Indirect As A Percent of Direct

9.7%

SS-2019-DBH-02-PROHE-03-A01

Exhibit B-3 Budget - Amendment #1

Contractor Initials *WTC*
 Date 4/29/19

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 63323

Certificate Number : 0004505395



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Philip Hastings, do hereby certify that:

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 23, 2019:
(Date)

RESOLVED: That the President/Chief Executive Officer

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 29th day of April, 2019.
(Date Amendment Signed)

4. William Rider is the duly elected President/Chief Executive Officer of the Agency.

Philip Hastings
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 29th day of April, 2019.

By Philip Hastings
(Name of Elected Officer of the Agency)

Joanne C. Duclos
(Notary Public/Justice of the Peace)
JOANNE C. DUCLOS, Notary Public
My Commission Expires August 8, 2023

(NOTARY SEAL)

Commission Expires: August 8, 2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/25/2019

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

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

PRODUCER		CONTACT NAME: Teri Davis	
CGI Business Insurance		PHONE (A/C, No, Ext): (866) 841-4600	FAX (A/C, No): (603) 622-4618
171 Londonderry Turnpike		E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com	
Hooksett NH 03108		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance	
		INSURER B: Philadelphia Indemnity Insurance	
		INSURER C: A.I.M. Mutual	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED			
The Mental Health Center of Greater Manchester, Inc.			
401 Cypress Street			
Manchester NH 03103-3628			

COVERAGES

CERTIFICATE NUMBER: 19-20 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		PHPK1958850	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Professional Liability \$2M Agg					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Abuse Liability \$1M Agg					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
OTHER:						Sexual/Physical Abuse or \$ 1,000,000
B	AUTOMOBILE LIABILITY		PHPH1958852	04/01/2019	04/01/2020	COMBINED-SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						Medical Payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		PHUB669112	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		ECC6004000298-2018A	09/12/2018	09/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				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**

State of NH Dept. of Health & Human Services 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 <i>[Signature]</i>
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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

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

COMBINING FINANCIAL STATEMENTS

June 30, 2018

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

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

INDEPENDENT AUDITOR'S REPORT

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

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

To the Board of Directors
of The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
Page 2

Opinion

In our opinion, the combining financial statements referred to above present fairly, in all material respects, the individual and combining financial positions of The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. as of June 30, 2018, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Supplementary Pages on pages 20 through 23 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittel Branigan & Sargent

St. Albans, Vermont
October 24, 2018

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

ASSETS

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

LIABILITIES AND NET ASSETS

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

See Accompanying Notes to Financial Statements

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2018

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

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
COMBINING STATEMENTS OF CASH FLOWS
For the Year Ended June 30, 2018

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

See Accompanying Notes to Financial Statements.

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

NOTE 1

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

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

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

Basis of Presentation

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

Estimates

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

Income Taxes

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

State Grants

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

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Depreciation

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

Vacation Pay and Fringe Benefits

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

Revenue

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

Accounts Receivable

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

Policy for Evaluating Collectability of Accounts Receivable

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

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

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

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client Service Revenue

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

Cash and Cash Equivalents

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

Temporarily and Permanently Restricted Net Assets

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

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

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

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

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Employee Benefit Program

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

Postretirement Medical Benefits

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

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

Malpractice Loss Contingencies

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

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

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

New Hampshire and Managed Medicaid

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

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

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

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

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

ACCOUNTS RECEIVABLE – OTHER

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

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

NOTE 4 INVESTMENTS

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

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

Investment return consisted of the following:

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

NOTE 5 FAIR VALUE MEASUREMENTS

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

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

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

Level 1 Fair Value Measurements

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

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

NOTE 5 FAIR VALUE MEASUREMENTS (continued)

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

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

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

NOTE 6 PROPERTY AND EQUIPMENT

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

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

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

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

NOTE 7 DEFERRED REVENUE

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

NOTE 8 EXTENDED ILLNESS LEAVE (EIL)

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

Net Post-Retirement Health Cost:

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

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

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Change in Accumulated Projected Benefit Obligation:

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

Balance Sheet Liability:

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

Reconciliation of Accrued Costs:

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

Estimated Future Benefit Payments:

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

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

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Change in Balance Sheet Liability:

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

Balance sheet liability at end of year \$ (415,165)

Amounts Recognized as Adjustments to Unrestricted Net Assets:

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

Unrestricted net assets not yet classified as NPBC at end of year \$ (134,901)

Unrestricted Net Assets Not Yet Classified As Net Postretirement Benefit Cost:

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

Unrestricted net assets not yet classified as NPBC at end of year \$ (134,901)

Unrestricted Net Assets Expected to be Reclassified as Net Postretirement Benefit Cost in Next Fiscal Year:

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

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

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN

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

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

Net Post-Retirement Health Cost:

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

Change in Accumulated Projected Benefit Obligation:

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

FASB Balance Sheet Liability:

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

Reconciliation of Accrued Costs:

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

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

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

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

Assumptions

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

Discount rate 4.22%

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

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

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

Discount rate 4.22%

Cash Flows

Estimated Future Benefit Payments:

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

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

Change in Balance Sheet Liability:

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

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

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

Amounts Recognized as Adjustments to Unrestricted Net Assets:

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

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

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

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

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

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

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

NOTE 11 LONG-TERM DEBT

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

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

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

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

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

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

NOTE 12 LEASE OBLIGATIONS

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

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

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

NOTE 13 LEASES IN FINANCIAL STATEMENTS OF LESSORS

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

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

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

NOTE 14 RELATED PARTY TRANSACTIONS

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

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

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

NOTE 15 CONCENTRATIONS OF CREDIT RISK

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

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

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

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

NOTE 16 SUBSEQUENT EVENTS

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

SUPPLEMENTARY INFORMATION

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

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

See Independent Auditor's Report.

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

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

Analysis of Receipts:
Date of Receipt/Deposit

Amount

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

See Independent Auditor's Report.

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

	Total Agency	Total Admin.	Total Programs	Child/Adol.	Elderly Services	Emergency Services	Vocational Services	Non-Eligibles	Mult. Service Team	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Property
PROGRAM SERVICE FEES																
Net Client Fees	\$ 372,248	\$ -	\$ 372,248	\$ 36,294	\$ (39,819)	\$ 88,754	\$ 5,694	\$ (51,349)	\$ (200,346)	\$ 7,090	\$ 403,874	\$ 8,930	\$ 8,316	\$ -	\$ 104,810	\$ -
HMO's	1,289,149	-	1,289,149	133,461	9,811	217,846	-	379,305	169,381	31,458	347,867	-	-	-	-	-
Blue Cross/Blue Shield	2,025,586	-	2,025,586	289,525	60,782	308,726	-	471,924	436,845	35,437	422,367	-	-	-	-	-
Medicaid	15,737,357	-	15,737,357	5,047,590	305,999	480,917	348,166	264,162	4,962,291	2,129,977	1,214,909	391,939	521,888	3,019	46,498	-
Medicare	1,290,168	-	1,290,168	5,725	206,696	10,784	902	177,154	804,394	75,738	4,961	318	967	142	2,189	-
Other Insurance	559,429	-	559,429	22,124	(5,114)	60,417	10,612	111,172	123,330	3,352	234,235	-	18	-	(717)	-
Other Program Fees	19,704	-	19,704	351	(325)	7,773	-	1,853	1,520	101	6,321	-	110	-	-	-
Sub-total	21,293,641	-	21,293,641	5,535,070	538,210	1,175,217	365,376	1,354,221	6,317,415	2,283,153	2,636,554	401,185	531,299	3,161	152,780	-
LOCAL/COUNTY GOVERNMENT																
Donations/Contributions	461,811	-	461,811	-	-	-	-	157,703	(5,000)	-	-	-	-	-	309,106	-
Div. for Children, Youth & Families	3,540	-	3,540	3,540	-	-	-	-	-	-	-	-	-	-	-	-
FEDERAL FUNDING																
PATH	40,121	-	40,121	-	-	40,121	-	-	-	-	-	-	-	-	-	-
RENTAL INCOME	128,936	-	128,936	-	-	-	-	-	-	-	839	-	118,267	-	9,830	497,119
INTEREST INCOME	26,587	-	26,587	-	-	-	-	-	-	-	-	-	-	-	26,587	-
BBH																
Bureau of Behavioral Health	1,632,036	-	1,632,036	3,152	-	440,884	-	-	-	450,000	675,000	-	-	63,000	-	-
Other BBH	1,204,125	-	1,204,125	-	-	-	-	-	-	-	1,204,125	-	-	-	-	-
OTHER REVENUES																
	5,884,646	-	5,884,646	1,755,890	66,830	604,390	151,784	24,326	1,169,848	621,062	357,000	32,710	274,052	375	826,379	-
Sub-total	9,381,802	-	9,381,802	1,762,582	66,830	1,065,395	151,784	182,029	1,164,848	1,071,062	2,236,964	32,710	392,319	63,375	1,171,904	497,119
TOTAL PROGRAM REVENUES	\$ 30,675,443	\$ -	\$ 30,675,443	\$ 7,297,652	\$ 805,040	\$ 2,260,612	\$ 517,160	\$ 1,536,250	\$ 7,482,263	\$ 3,354,215	\$ 4,673,518	\$ 433,895	\$ 923,618	\$ 66,536	\$ 1,324,684	\$ 497,119

See Independent Auditor's Report.

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

	Total Agency	Total Admin	Total Programs	Child/Adol	Elderly Services	Emergency Services	Vocational Services	Non-Eliotiles	Mult. Service Team	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-DMH	Property
PERSONNEL COSTS																
Salary and Wages	\$ 19,701,960	\$ 2,092,973	\$ 17,608,987	\$ 3,042,378	\$ 198,128	\$ 1,413,045	\$ 363,902	\$ 1,033,031	\$ 4,855,912	\$ 2,148,827	\$ 2,932,744	\$ 358,054	\$ 585,606	\$ 43,889	\$ 635,673	\$ -
Employee Benefits	4,158,511	471,068	3,687,443	728,967	42,989	222,250	82,843	92,029	1,039,367	509,708	573,883	86,190	182,448	9,883	138,986	-
Payroll Taxes	1,429,114	148,893	1,280,221	218,517	14,704	101,463	27,011	78,839	348,366	154,927	218,282	26,158	42,543	3,187	50,244	-
Sub-total	25,289,585	2,712,934	22,576,651	3,987,760	255,821	1,736,758	473,756	1,201,899	6,241,645	2,813,462	3,724,909	468,402	790,597	56,739	824,903	-
PROFESSIONAL FEES																
Client Evaluations/Services	332,399	56,173	276,226	(5,292)	638	-	1,052	39,178	185,088	2,342	86,236	-	-	457	6,527	-
Audit Fees	54,000	5,125	48,875	8,656	756	3,715	1,134	3,132	13,122	6,912	7,020	594	1,836	216	1,782	-
Legal Fees	67,576	6,278	61,298	13,245	574	2,675	2,077	6,380	19,552	8,272	5,306	428	1,322	184	1,283	-
Other Prof. Fees/Consultants	71,278	13,357	57,919	10,789	1,214	4,528	1,456	4,080	13,324	7,481	6,933	609	1,883	270	5,372	32,079
STAFF DEVELOPMENT & TRAINING																
Journals/Publications	3,729	435	3,294	693	-	-	-	19	(9)	-	260	32	594	-	1,705	-
In-service Training	(1,053)	-	(1,053)	-	-	-	-	-	(5,000)	-	3,507	-	440	-	-	-
Conferences/Conventions	60,794	19,887	40,907	7,215	514	1,978	429	1,424	13,662	4,039	7,712	279	604	304	2,747	-
Other Staff Development	104,913	23,702	81,211	(1,329)	-	-	13,038	3,168	15,487	7,713	16,786	-	9,972	-	16,416	-
OCCUPANCY COSTS																
Rent	8,407	8,407	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Heating Costs	7,273	-	7,273	-	-	-	-	-	-	-	-	-	7,273	-	-	-
Other Utilities	227,605	8,920	218,685	(84)	6,387	24,190	8,864	(49)	38,854	17,915	71,021	-	43,607	3,342	4,838	156,139
Maintenance & Repairs	478,646	21,130	457,516	18,172	13,003	26,500	18,086	9,403	93,710	37,587	159,169	1,600	66,390	8,142	5,754	204,856
Other Occupancy Costs	14,762	107	14,655	-	40	74	126	-	825	299	6,005	180	5,082	49	15	183,904
CONSUMABLE SUPPLIES																
Office	251,887	92,130	159,757	19,112	900	4,063	4,723	13,909	47,949	12,236	29,104	116	5,751	703	21,191	-
Building/Household	61,602	1,902	59,700	848	970	4,370	1,394	464	6,629	2,825	35,046	10	5,537	595	912	-
Educational/Training	446,054	2,212	443,842	26,248	5,340	6,050	2,336	1,175	154,651	53,944	144,246	627	2,969	33	48,223	-
Food	73,759	2,266	71,493	784	16	15	172	70	259	304	84,279	16	4,680	1	697	-
Medical	77,871	32	77,839	54	5	23	7	20	29,455	44	45,763	4	11	1	2,452	-
Other Consumable Supplies	437,267	75,201	362,066	58,739	5,558	28,088	9,018	22,483	95,041	55,235	52,359	5,311	14,456	1,757	16,021	-
Depreciation-Equipment	258,665	23,613	234,852	43,285	7,404	13,541	6,526	13,284	49,929	33,256	40,782	4,394	14,896	1,111	6,444	-
Depreciation-Building	167,609	9,018	158,593	5,520	5,550	8,304	7,411	3,138	36,842	14,823	43,970	-	26,268	6,820	147	188,025
Equipment Maintenance	37,088	7,883	29,205	4,392	329	1,599	647	1,804	7,680	3,390	5,881	256	1,844	97	1,286	-
Advertising	58,236	4,914	51,322	5,999	594	2,526	771	3,132	8,923	4,700	5,007	404	1,249	147	17,870	184
Printing	43,789	11,870	31,799	6,005	303	1,963	539	4,514	7,706	2,349	4,555	156	482	122	3,105	-
Telephone/Communication	342,767	29,586	313,181	44,961	7,273	21,853	13,537	21,481	72,957	36,814	56,839	7,562	19,806	3,218	6,750	-
Postage & Shipping	42,632	23,449	19,183	2,733	219	2,328	329	1,040	3,892	2,002	5,102	172	532	63	773	-
TRANSPORTATION																
Staff	215,175	2,829	212,346	35,604	851	12,788	15,371	504	39,263	82,868	10,865	4,513	3,983	180	6,336	-
Clients	6,386	-	6,386	7	-	27	-	-	20	60	2,504	-	3,768	-	-	-
INSURANCE																
Malpractice & Bonding	58,017	5,316	50,701	8,980	784	3,854	1,176	3,249	13,613	7,170	7,282	616	1,904	224	1,849	-
Vehicles	9,392	691	8,701	1,506	131	648	197	545	2,283	1,202	1,221	103	319	38	310	-
Comp Property/Liability	141,090	13,389	127,701	22,617	1,975	9,707	2,963	8,183	34,285	18,060	18,342	1,552	4,797	564	4,656	-
MEMBERSHIP DUES	37,787	3,583	34,204	5,126	448	2,200	672	1,655	7,921	4,094	4,358	352	1,125	4,108	1,945	-
INTEREST EXPENSE	277,433	23,703	253,730	40,545	3,160	12,590	4,781	13,070	54,952	28,959	35,935	2,476	7,695	900	48,687	248,771
OTHER EXPENDITURES																
Total Expenditures	29,760,598	3,210,540	26,550,058	4,372,890	320,757	1,934,951	592,568	1,382,534	7,284,290	3,270,457	4,689,604	500,774	1,051,652	90,385	1,059,198	1,001,958
Administration Allocation	-	(3,210,540)	3,210,540	538,863	40,146	224,935	81,097	178,424	693,464	389,897	578,883	66,469	129,677	12,440	78,245	-
TOTAL PROGRAM EXPENSES	29,760,598	-	29,760,598	4,911,753	360,903	2,159,886	673,665	1,560,958	8,177,754	3,660,354	5,268,487	567,243	1,181,329	102,825	1,135,441	1,001,958
SURPLUS/(DEFICIT)	\$ 914,845	\$ -	\$ 914,845	\$ 2,385,899	\$ 244,137	\$ 100,726	\$ (158,505)	\$ (24,706)	\$ (695,491)	\$ (306,139)	\$ (394,969)	\$ (133,348)	\$ (257,711)	\$ (36,289)	\$ 189,243	\$ (504,839)

See Independent Auditor's Report.



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

**BOARD OF DIRECTORS
2018 - 2019**

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

Curriculum Vitae

Name: Margaret A. E. Almeida, PhD, MBA, RN, BC

Current Position: Post-Doctoral Research Fellow

Address: The Geisel School of Medicine at Dartmouth
Dartmouth Centers for Health & Aging
46 Centerra Parkway, Lebanon, NH 03766
Phone: 603-759-3167

Date of Birth [REDACTED]

Education:

September 2016	Ph.D. Southern New Hampshire University (Comm. Economic Dev.)
September 2003	M.B.A. Franklin Pierce College (Leadership Track)
May 2000	B.S.N. Rivier University (Nursing)
May 1996	B.S. Plymouth State University (Psychology, Minor German/Pre-law)

Professional Memberships:

Sigma Theta Tau International Honor Society of Nursing
Member, NH Public Health Association
Member, American Psychiatric Nursing Association
Member, The Center for Practical Bioethics
Board Certified Psychiatric and Mental Health Registered Nurse.
Current CPR – Health Care Provider

Post-Doctoral Training:

The Geisel School of Medicine at Dartmouth, Hanover, NH

Post-doctoral Research Fellow, September 2016 – Current

Appointed research fellow in the Northern New England Primary Care Innovation Research Post-Doctoral Training program in the Department of Community and Family Medicine (T32 grant with a focus in primary care). Selected and completed the SYNERGY Advanced Certificate in Clinical & Translational Research. Focus on Medicaid, vulnerable populations healthcare delivery. Preceptor: Stephen Bartels, M.D.

Teaching Activities:

Jan. 2016	May 2016 Nursing Mental Health Clinical Instructor, University of New Hampshire
Aug. 2002	May 2003 Nursing Department Adjunct Faculty, Care of the Ill Adult I&II, Rivier University, Nashua N.H.

Major Work Experience:

Jan. 2010 – Mar. 2016 State Program Director, Money Follows the Person Program

NH Department of Health and Human Services, Concord, NH

In partnership with NH DHHS and the UNH Center on Aging and Community Living, led and directed all aspects of the statewide, Center on Medicare and Medicaid (CMS) funded Money Follows the Person (MFP) program for the State of NH. Collaborating with multiple statewide provider partners, stakeholders, and bureaus to increase the visibility, utility, and on-going development of the program to enhance community based care for elderly and disabled citizens. Oversaw program staff to meet program benchmarks, apply for grants, meet federal requirements and regulations, ensure mandatory program data is gathered and report submissions were timely. Providing feedback to university and state leaders for policy information and decision making. Responsible for program budgeting, multi-year planning, prioritizing, and monitoring of program resources. Oversight of clinical staff, treatment planning, and ensuring program goals were met.

Sept. 2003 – Sept. 2008 Clinical Research Coordinator

The Mental Health Center of Greater Manchester, Manchester, NH

Directed the Center's clinical research program. Managed five full-time, master level, and RN staff. Responsible for oversight and coordination of all studies, ensuring all research procedures are conducted according to established protocols, ICH guidelines, and SOP's. Presented future studies to clinical and medical administration for approval. Responsible for over-all department budget, hiring, supervising, and training of professional research staff. Organize all IRB submissions, assisted in maintenance writing and update of protocols. Developed research internship program for internal projects. Designed, implemented, and reported on internal research projects for agency and state. Mentored student nurses from a variety of nursing programs.

Sept. 2003- Sept. 2008 Institutional Review Board Administrative Director

NH State Department of Health and Human Services, Manchester NH

Coordinated all administrative processes of the NH State DHHS IRB, created and updated policies, ensured that all policies follow established federal guidelines as well as OHRP guidelines for the protection of human subjects. Served as the point person for all statewide studies reviewed by the committee. Acted as liaison for communications and education/training between the committee and research/academic community.

Other Work Experience:

Feb. 2009 – Dec. 2009 Registered Nurse, Medication Clinic

The Mental Health Center of Greater Manchester, Manchester, NH

While in full-time PhD program, worked as staff RN in community based medication clinic for education, teaching, services, and assessments. Assisting disabled individuals obtain recovery and dignity through empowerment and education regarding their illness, medications, and support.

Sept. 2008 – Feb. 2009 Medicare Approved Psychiatric Nurse Specialist

Amedisys Home Health Visiting Nurses, Londonderry, NH

While in full-time PhD program delivered skilled nursing services and specialized psychiatric care to homebound elderly patients. Providing wound care, medication education, medication

administration, and targeted cardiopulmonary physical assessments. Specialized psychiatric care to patients with co-morbid medical illnesses.

Jan. 2003 – Jan 2004 Registered Nurse, Medical Surgical Unit

Parkland Medical Center, Derry NH

Cared for patients in the role of registered nurse in the medical/surgical hospital environment. Assessed complicated patients holistically and provided medical intervention as necessary according to hospital protocols.

May 1996 – Jan. 2003 Cypress Center Inpatient Unit Registered Nurse (per diem)

The Mental Health Center of Greater Manchester, Manchester NH

Acted as charge nurse for 12-bed adult psychiatric unit. Provided nursing care, medications, and treatment according to protocol, directed ancillary staff members to maintain safety of unit milieu and coordinated closely with outside agencies.

Jun. 1999 – Dec. 2002 Registered Nurse, Psychiatric Case Manager & Team Leader

The Mental Health Center of Greater Manchester, Manchester NH

Team leader for 6 clinical staff members. Responsible for overall scheduling, coverage, training, and on-call services, assessed and problem-solved with administration & staff to consistently meet client needs. Conducted psychiatric assessments for emergency services to match appropriate intervention. Developed and implemented treatment plans accordingly, evaluated outcomes, and coordinated with outside social services agencies. Developed detailed knowledge regarding probates, guardian procedures, and involuntary admissions.

May 1997 – Jun. 1999 Elderly Outreach Counselor, At Risk Seniors Program

The Mental Health Center of Greater Manchester, Manchester NH

Assessed "at risk" seniors in the community who were experiencing memory loss, depression, and other mental illness. Responsible for linking seniors with appropriate human services, and health services. Collaborated with homeless shelters and elder programs.

May 1996 – May 1997 Housing Outreach Specialist

The Mental Health Center of Greater Manchester, Manchester NH

Supported chronically and severely mentally ill clients in their homes in the community, assisted with client self-administration of medications, food choices, and personal hygiene. Assessed clients' needs for additional community supports and education.

Speaker & Educational Events:

- | | |
|------------|--|
| Sept. 2007 | Sponsored Speaker for the Society of Clinical Research Associates Annual Conference, Denver CO. Topic: Vulnerable Populations and Providing Informed Consent. |
| Sept. 2010 | Real Choice Annual Conference, Institute on Disability, UNH, Manchester, NH. Topic: Working and caring for people with severe disabilities with multiple providers in the community. |

- June 2011 Care Transitions Conference, Center for Aging and Community Living, UNH Concord, NH. Topic: Nursing Home to Community Transitions.
- May 2012 Speaker Panel: NH Family Support Conference, Bartlett, NH. Topic: Coming home: Transitioning your loved one from nursing home care or an extended hospitalization to home.
- 2004-2008 Multiple Continuing Education Unit presentations: research ethics, IRB process trainings, vulnerable populations and research with guardians and cognitively impaired participants.
- June 2015 Mental Illness 101: A presentation to Child and Family Services, Manchester NH staff including nursing assistants, direct care workers, and families that provides an overview of mental illness diagnosis as well as how to work and care for people with individuals experiencing mental illness and cognitive impairments in the community.
- June 2018 Statewide multi-site training on implementing mental health first aid for direct care professionals and their supervisors at Granite State Independent Living, Concord, NH

Committee Activities:

			2012-2016	Chair
NH MFP Advisory Council				
			2014-2015	Chair
Advisory Council				Transitions
	2012-2015	Member		Board of Directors, Community Partners, Dover NH
	2014-2015	Member		NH Managed Care Implementation, Long Term Care Supports & Services

Recognition & Awards:

- Nov. 2007 Formally recognized by NH Bureau of Behavioral Health by NH Dept. of Health and Human Service for Outstanding Service.
- Jan. 2011 Invited into and current member of the Nursing Honor Society Sigma Theta Tau
- October 2012 Honored by Granite State Independent Living with receiving the 2012 Community Partnership Award.

Publications

1. Brooks, J. M., Polenick, C., Bryson, W., Naslund, J., Renn, B. N., Orzechowski, N., Almeida, M., & Bartels, S. Pain intensity, functional limitations, and depressive symptoms in older adults with serious mental illness. *Aging and Mental Health*. DOI: 10.1080/13607863.2017.1423025

Publications in Progress

1. Pratt, S., Mueser, K., Bartels, S., Wolfe, R., Santos, M., Almeida, M. (in progress). *Using the HOPES Skills Training Program Prior to Transition from Nursing Home Care for People with Severe Mental Illness.*

2. *Brooks, J.M., Almeida, M., (in progress). The Dartmouth COOP Charts: a reliable, valid, and sensitive quality of life tool for arthritis when assessing people with severe mental illness.*
3. *Almeida, M., Brooks, J., Cotton, B. (in progress). Pairing FDIC financial literacy education program with Individual Placement and Support.*
4. *Kraft, S., Almeida, M., (in progress). Publicly Funded, Evidenced Based Community Project Selection Process for Multi Diverse Communities.*
5. *Almeida, M., Fortuna, K., Bartels, S. (in progress). Illness Self-Management Evidenced Based Practices in Community Lay Health Workers*

Grant Funding

1. Currently funded project: Home-based Integrated Physical and Mental Health Self-Management Training for Older Vulnerable Populations by Direct Service Workers – Adaptation of program and initial program development.
2. Grant submitted and under review (TBA March 2018): Home-based Integrated Physical and Mental Health Self-Management Training for Older Vulnerable Populations by Direct Service Workers – Implementation and feasibility project with 10 consumers.

JOAN GALLAGHER

PROFESSIONAL SUMMARY

Counseling and education professional with strong leadership skills. Works cross-functionally to achieve results. Held progressively responsible positions within counseling, education and business environments.

Counseling
Program/Project Management
Leadership Development
Career Facilitation/Development

Disabilities and Accommodations
Business and Community Partnerships
Testing and Assessment
Advising and Student Services

EXPERIENCE

GREATER NASHUA COMMUNITY MENTAL HEALTH CENTER **Clinician/Child & Adolescent Department**

Nashua, NH
July 2017 - Present

Working as part of a team with a full caseload, providing short term solution focused treatment, case management and some Functional Support Services. Provide In-Service training, run groups along with individual counseling for children, adolescents and families. Approved NH Clinical Supervisor and currently supervising two clinicians working towards licensure. Coordinator of department internship program and supervising interns. Within five months of being at the agency, have met or exceeded productivity. Trained in TF-CBT, DBT, Motivational Interviewing and MATCH. CANS certified and licensed NH Clinical Mental Health Counselor and National Board Certified Counselor.

NEW HAMPSHIRE JOB CORPS **Academic Manager/Disability Coordinator**

Manchester, NH
2015 – 2017

Worked as part of a start up team to bring a federal program to the state of NH. Created a new residential center for clients ages 16 – 24 in education and training. Provided case management, crisis intervention and wrap around services for clients. Met with potential clients in tandem with Wellness Manager to review all disabilities. Reviewed documentation such as IEP's, 504's, and chronic care management plans for creating accommodations plans in tandem with client. Documented all interactions for compliance and case management. Ensured strict confidentiality of sensitive information and integrity of data. Served as the Disability Coordinator that ensures reasonable accommodations are being met globally across center. Hired, supervised, and trained staff.

CLAREMONT LEARNING CENTER/SAU #6 **Director**

Claremont, NH
2009 - 2014

Managed a school that included programs such as: high school diploma program, alternative education, literacy for the county, GED/HiSET coursework, ESOL, and workforce training and initiatives. Served as the center's counselor and disabilities coordinator for all students enrolled. Managed, hired, coached and evaluated teachers and support staff. Wrote and revised policies, procedures and protocols for school board and state approval. Developed and rolled out enrichment courses and industry programming/certification for the community. Collaborated with Sugar River Valley Regional Technical Center on several initiatives, including Advisory Board and assistance with federal Perkins grant. Worked with business and community stakeholders, post-secondary educational institutions for student partnerships, extended learning opportunities, internships and cooperative work placement. Wrote state, federal and other grants, while providing prudent fiscal management and adhering to federal, state, district guidelines and laws. Served on the NH Department of Education Disabilities Committee. Represented the district in the community as member of local, state and regional organizations. Served as part of district education administrative team. Served on high school curriculum NEASC accrediting team in the state and selection team for NH schools of excellence.

TEC-NH (TECHNICAL EDUCATION CONSORTIUM OF NH)
CTSO Director/Professional Development Coordinator

Concord, NH
2007 - 2009

Researched, developed, and coordinated professional development for teachers statewide. Coached and counseled instructors and students statewide. Collaborated with stakeholders to promote and implement goals by coaching seven student leadership organizations within the State of NH. Developed collaborative work teams representing different constituents to work in concert with one another for collective goals, gains, and efficiency. Updated and created new NH Policies and Procedures. Updated contacts with a variety of vendors, annual calendar, and organizational charts and contributed to the publication and dissemination of the NH State Directory for career and technical education. Approved budgets and distributed financial allocations. Developed and planned large scale training and public policy events at the State House which included extensive legislative work and partnership building.

MANCHESTER SCHOOL OF TECHNOLOGY
Counselor /Supervisor of Student Support Services

Manchester, NH
2003 - 2007

Counseled a caseload of 1100+ students who attended from five feeder schools. Provided individual and crisis intervention. Facilitated groups and provided individual, group, career and college counseling. Assisted students with transition into workforce or higher education. Worked with all disadvantaged students, including economic, academic and ELL populations. Worked with outside agencies and coordinated services for students. Coordinated and managed all 504 students and IDEA matters. Met with students individually, with families, and served as advocate/support at meetings and on court matters. Conducted professional development for teachers and administrators on variety of topics. Provided statistical data and assisted with writing of federal Perkins grant. Coordinated business and community partnerships. Implemented assessment programs school wide.

NEW HAMPSHIRE COMMUNITY TECHNICAL COLLEGE, Manchester, NH
Trio/Student Support Services Counselor

1997 - 2003
4/03 - 9/03

Counseled students who were first generation, low income, and with disabilities. Provided career counseling, assessment, personal and adjustment counseling. Certified in CANS and Meyer Briggs Assessments. Utilized a variety of assessments and wrote plans for students. Advised on coursework selection, ran groups, facilitated workshops, events and assisted with transfer programs of study for additional education or into to the world of work.

College Counselor/Faculty Member

1/97 - 4/03

Managed the daily operation of student services department. Counseled over 400+ incoming students annually and assisted with retention of 5000+ existing student body. Advised students towards their career aspirations, while providing information and connecting people to the appropriate resources. Reviewed incoming student placement assessments and made appropriate recommendations for differentiated levels of coursework. Assisted with orientation and student life programming for new and existing students. Developed and implemented a Student Ambassador program that mentored student leaders. Was recognized as a best practice by Commissioner and directed to be disseminated statewide to all campuses. Served on leadership and professional development committees. Assisted with NEASC accreditation process.

CHESTER COLLEGE OF NEW ENGLAND
College Counselor/Faculty Member, LCMHC
Coordinator of Career Related Services

Chester, NH
1995 - 1997

Established student affairs programming and counseling services to ensure student well being and functioning. Conducted student orientation and residence life training. Presented various in-service training for campus personnel and entire student body. Wrote and procured several grants for the infusion of service learning of K-16 school partnerships. Was a catalyst in bringing the college on board and signing as member of NH Campus Compact. Supervised AmeriCorps members and grant funded program on campus. Provided career guidance regarding major selection, transfer options, internship selection and placement. Recruited and established strategic business partnerships. Maintained and expanded internship database. Utilized several career instruments for assessment and exploration purposes. (Meyer Briggs Certified). Developed a career resource center. Designed materials for documentation and evaluation purposes for counseling center for funding and efficacy.

PERSONAL VISIONS COUNSELING SERVICES

Counselor/Consultant, LCMHC

Amherst, NH

1997 - 1999

Provided personal, career counseling, mediation, organizational development, assessment and strategy services to clients. Presented public speaking venues to diverse audiences within the education, community, business and industry sectors. Largest client was NH Campus Compact; a grant performing as a leadership specialist. Supervised statewide Leadership Corp comprised of over 85 members. Developed curriculum for and conducted customized training for adolescents and young adult leaders. Supervised by Certified Mental Health Counselor.

HUDSON ADOLESCENT SERVICES

Counselor, LMHC

Hudson, NH

1994 - 1995

Provided clinical counseling to children, adolescents and families at a private practice counseling and intervention service. Utilized DSM and CANS for diagnosis and appropriate treatment services. Made referrals for outside community supports as needed. Focus was on expressive arts therapy. Suicide prevention presentations were made at local middle/high schools in town. Facilitated groups in the center and off center and in schools. Supervised by Certified Mental Health Counselor.

EDUCATION

Plymouth State University, Plymouth, NH
Certificate of Advanced Graduate Studies in Educational Leadership

Antioch New England Graduate School, Keene, NH
MA, Counseling Psychology

Rochester Institute of Technology, Rochester, NY
BFA Graphic Arts & Photography

PROFESSIONAL AFFILIATIONS

NH Licensed Clinical Mental Health Counselor #229
National Board Certified Counselor
NH Guidance Counselor Certification
NH Administrator Certification
NH Guidance Counselor Certification

PRESENTATIONS

Understanding Adolescents
Non Profit Board Development
Backwards Design to Meet Competencies
Embedding CTSO's and Leadership into Curriculum
I've Got Potential - Keynote CTSO State Conferences
Workplace Harassment for colleges and Rotary Clubs
"Avoiding "Dilbertism" - NH Business Conference/Expo

REFERENCES

Written Letters of Recommendation

Joel Schneid, Director, Sugar River Valley Regional Technical Center, Claremont, NH

Paula Ayotte, Former Human Resource Manager, NH Job Corps, Manchester, NH

Jacqueline E. Guillette, Superintendent, SAU #6, Claremont, NH

Frederick Bramante, Former NH State Board of Education/Education Consultant

Phone or E-mail Contacts

Joel Schneid, Director - (413) 222-8586 jsschneid66@gmail.com

Paula Ayotte, Human Resource Manager – (603) 305-4304 paulaayotte@comcast.net

Carole Whitcher, Consultant, Goffstown, NH - (603) 497-8197

Art Ellison, State Director/Bureau of Adult Education, NH Department of Education – (603) 271-6698

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

DESCRIPTION

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

EDUCATION

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

EXPERIENCE

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

PROFESSIONAL AFFILIATIONS, MEMBERSHIPS, LICENSES AND CERTIFICATIONS

- Member – Psychopharmacology Research Group, Department of Psychiatry, Dartmouth Medical School – 2003 to present
- 1998 Recipient of the Mental Illness Administrator of the Year Award by the National Alliance for the Mentally Ill
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire DBT treatment program
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- National Association of Cognitive Behavioral Therapists

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

PUBLICATIONS

- The Trauma Recovery Group: A Cognitive-Behavioral Program for Post-Traumatic Stress Disorder in Persons with Severe Mental Illness. Community Mental Health Journal, Vol. 43, No. 3, June 2007.
- Co-authored Chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality. Edited by Sederer & Dickey, 2001.
- Psychometric Evaluation of Trauma and Post-traumatic Stress Disorder Assessment in Persons with Severe Mental Illness. Psychology Assessment. 2001. Vol. 13, No. 1, 110-117.
- HIV Risk Factors Among People with Severe Mental Illness in Urban and Rural Areas. Psychiatric Services. April 1999.
- Trauma and Post-traumatic Stress Disorder in Severe Mental Illness. Journal of Consulting and Clinical Psychology. 1998. Vol. 49, No. 10, 1338-1340.
- Integrating Dialectical Behavior Therapy into a Community Mental Health Program. Psychiatric Services. October 1998. Vol. 49, No. 10, 1338-1340.

CURRICULUM VITAE

MICHAEL D McNAMARA, DO, FACN



PROFESSIONAL LICENSURE AND CERTIFICATION

NH Medical License- #16646

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

DEA Certificate –FM4408729
XM4408729

EDUCATION

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

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

Internship: Michigan Health Center, Detroit, Michigan, 1989

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

EDUCATIONAL CONFERENCES

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

PROFESSIONAL MEMBERSHIPS

American Osteopathic Association

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

New Hampshire Osteopathic Association

American Psychiatric Association

American Osteopathic Academy of Addiction Medicine

POSITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board Officer VSAOPS 1998-2005

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

Officer Medical staff executive committee North Country Hospital 2002-2007

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

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

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

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

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

CLINICAL INTERSTS

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

REFERENCES on request.

Curriculum Vitae

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Michael Daniel McNamara, DO.

PAUL J. MICHAUD
MSB, BS

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

LEADERSHIP POSITIONS

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

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

Significant Accomplishments – Post-Acute Healthcare facilities:

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

Audit / Consulting Manager

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

Paul J. Michaud

Page 2

Budget Director, Finance Division, Budget & Cost Department

Blue Cross & Blue Shield of Maine So. Portland, ME 1993 through 1996

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

Significant Accomplishments:

Reorganized corporate budgeting and costing process, converting to electronic format while enhancing routine communications with department heads and improving variance reporting..

Restructured payroll and A/P functions resulting in operational and economic efficiencies.

Collaborated with senior management in major corporate reorganization to streamline operations and reduce administrative costs. Reduced administrative budget in excess of 25%.

Appointed to corporate job evaluation and compensation committee

Audit Manager, Medicare Fiscal Intermediary

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

Oversight responsibilities for Medicare cost report audit and reimbursement functions for hospital complexes, home health care agencies, skilled nursing facilities, and other healthcare providers.

Interpreted and applied federal program laws, regulations and cost reporting instructions. Interacted with provider officers and external consultants, CPA's and federal program officials. Staff supervision.

Accomplishments:

Planned, organized and implemented New England Regional Home Health Agency audit department in 1986, inclusive of development of audit programs and policies, fraud and abuse detection programs, staff recruitment and training, and all related administrative and management functions.

Administered annual audit and provider service functions resulting in HCFA recognition of Blue Cross & Blue Shield of Maine as one of the leading and most cost efficient audit intermediaries in the entire country based upon federal performance and quality standards. (1989 through 1995)

Staff Auditor – Public Accounting

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

Arthur Young & Company, Portland, Maine 1982 through 1983

EDUCATIONAL EXPERIENCE

Husson College, Bangor, Maine

Masters of Science in Business Administration (MSB – Accounting Concentration) 1990

Husson College, Bangor, Maine

Bachelor of Science in Accounting (BSA) 1980

TECHNICAL PROFICIENCIES

Microsoft Office Products – Excel, Word, Powerpoint, database management tools

Various accounting & patient billing programs (*Quantum, myAvatar, QuickBooks, MAS 90, MISYS, HAS, CERNER*)

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
Contract SS-2019-DBH-02-PROHE-03

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Margaret Almeida	Program Director, ProHealth	\$84,344	100%	\$84,344
Joan Gallagher	Licensed Clinician	\$69,659	100%	\$69,659
Patricia Carty	Executive VP, COO	\$114,441	4%	\$4,577
Michael McNamara	VP / Chief Medical Officer	\$187,416	1%	\$1,874
Paul Michaud	VP / Chief Financial Officer	\$124,446	1%	\$1,244



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5000 1-800-852-3345 Ext. 5000
Fax: 603-271-5058 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 25, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into retroactive sole source agreements with the vendors listed below, to implement person-centered Healthcare Homes that will ensure delivery of integrated primary care, community behavioral health care and wellness services for young people with serious mental illness (SMI) and serious emotional disturbance (SED), in an amount not to exceed \$1,039,880 to be effective retroactively to October 1, 2018 upon Governor and Executive Council approval through June 30, 2019. 100% Federal Funds.

Name	Address	Vendor ID#	Amount
Greater Nashua Mental Health Center at Community Council	100 West Pearl Street Nashua, NH 03060	154112	\$513,096
The Mental Health Center of Greater Manchester	401 Cypress Street Manchester, NH 03103	177184	\$526,784
		TOTAL	\$1,039,880

Funds are available in the following account for State Fiscal Year 2019.

Greater Nashua Mental Health Center (Vendor ID# 154112)

05-95-92-922010-23400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH, DIVISION OF, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT

State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	TBD	\$513,096
			<i>Subtotal</i>	<i>\$513,096</i>

**Mental Health Center of Greater Manchester (Vendor ID# 177184)
 05-95-92-922010-23400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
 SVS, HHS: BEHAVIORAL HEALTH, DIVISION OF, BUREAU OF MENTAL HEALTH SERVICES,
 PROHEALTH NH GRANT**

State Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2019	102-500731	Contracts for Program Services	TBD	\$526,784
			<i>Subtotal</i>	<i>\$526,784</i>
			TOTAL	\$1,039,880

EXPLANATION

This request is retroactive to October 1, 2018 because the grant funding was not accepted for expenditure until the October 3, 2018 Governor and Executive Council meeting.

This request is sole source because the grant application required the Department to name its partners, which are three (3) Community Mental Health Centers (CMHCs) that currently have working relationships with Federally Qualified Health Centers (FQHCs), making them eligible to provide the service in accordance with the award from the Substance Abuse and Mental Health Administration (SAMHSA). The two (2) CMHCs included in this request are ready and poised to participate in the project. The agreement with the third (3rd) CMHC partner was submitted previously for approval and is slated for the October 31, 2018 Governor and Executive Council Meeting agenda.

The Department received a grant award from SAMHSA beginning September 30, 2018 through September 30, 2023. These funds are entitled "ProHealth NH: New Hampshire Partnerships to Improve Health and Wellness for Young People with serious emotional disturbance (SED) and serious mental illness (SMI)." Funds in these agreements will be used to implement a person-centered Healthcare Home to ensure delivery of integrated primary care, community behavioral health care and wellness services for young people with serious mental illness (SMI) and serious emotional disturbance (SED) in their region.

The targeted population for this project includes individuals from sixteen (16) to thirty-five (35) years of age who have been identified as more difficult to engage in health care services, with a focus on cultural and linguistic minorities who are not yet engaged health care services. The goal of the project is to provide integrated health care and wellness intervention to the target population, in conjunction with providing behavioral health care, within the currently established Community Mental Health Centers (CMHCs). Services will focus on screening, detection and treatment of physical health conditions with a goal of preventing future issues and increasing engagement in overall self-care.

These contracts support the integrated work among the CMHCs and their regional Federally Qualified Health Center (FQHC) to provide integrated mental health homes. Specific health conditions targeted are obesity and tobacco smoking.

The five (5) key strategies for implementation of this project include:

- Utilization of experienced mental health providers;
- Co-location and integration of services;
- Engagement in care with support of peer community health workers;
- Utilization of nurse care coordinators to ensure overall coordination of care; and
- Use of health mentors to provide support for tailored services and incentives.

Transitional age young people, some of whom perceive themselves as invulnerable, require interventions with different content and foci than those designed for adults. Adaptations of typical care can address this group's cognitive immaturity, difficulty with abstraction and planning for the future, distrust of authority, and focus on peers. The integrated care program will provide culturally competent integrated care to improve health and wellness of young people with SED and SMI.

The two (2) CMHCs in this request have served 1,500 youth and young adults age sixteen (16) to thirty-five (35) with SED or SMI in 2016. The Department anticipates that almost half will be willing to enroll in the program, either because they do not have a primary care provider or they would prefer on-site, integrated care. It is expected that the Department will enroll more than the projected 750 participants into the ProHealth NH programs at the two (2) regional participating partners.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- Increase in the proportion who receive a primary care visit each year;
- Increase in the proportion who receive health screening;
- Increase in the proportion who receive mental health screening;
- Increase in the proportion with health knowledge based on receiving health education for weight and tobacco;
- Increase in the proportion who engage in health behavior change activities, and
- Reduction in the number of young people who initiate smoking in year five (5) of the Contract compared to year one (1).

As referenced in the Exhibit C-1, Revisions to Standard Contract Language, of each contract; the Department reserves the right to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, culturally competent integrated care for approximately 750 young people with SED and/or SMI may not be available in the Manchester and Nashua regions.

Area served: Manchester and Nashua

Source of Funds: 100% Federal Funds from Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA #93.243, Federal Award Identification Number (FAIN) #H79SM080245.

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

Respectfully submitted,



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: ProHealth NH: Partnerships to Improve Health and Wellness for Young People
 with SED and SMI (SS-2019-DBH-02-PROHE-03)


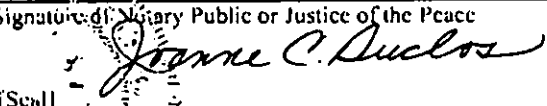
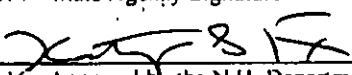

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center of Greater Manchester		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-668-4111	1.6 Account Number 05-095-092-922010-23400000-102-500731	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$526,784
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory William Rider, President/CEO of Executive Off	
1.13 Acknowledgment: State of <i>New Hampshire</i> County of <i>Hillsborough</i> On <i>10/16/18</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		JOANNE C. DUCLOS, Notary Public My Commission Expires August 8, 2023	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kary S Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>10/23/18</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

with
10/16/18

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*
- 1.4. For the purposes of this contract, the population served includes:
 - 1.4.1. Young adults, for the purpose of this contract defined as individuals eighteen (18) to thirty-five (35) years of age; and
 - 1.4.2. Youth, for the purpose of this contract defined as individuals sixteen (16) and seventeen (17) years of age.
- 1.5. Services under this contract shall be provided to the population in 1.4. to individuals in the Greater Manchester, New Hampshire area (Region VII).
- 1.6. The Contractor shall implement a person-centered Integrated Healthcare Home to ensure delivery of integrated primary care, community behavioral health care and wellness services, through a multi-disciplinary team, to individuals with serious mental illness (SMI) and serious emotional disturbance (SED).

2. Scope of Work

- 2.1. The Contractor shall enter into an agreement with the Healthcare for the Homeless Program of Manchester Federally Qualified Health Center (FQHC), to provide onsite, co-located primary care services.
- 2.2. The Contractor shall ensure that the FQHC is approved by the Health Resources & Services Administration (HRSA), Medicare, and Medicaid to deliver primary care services onsite at the Contractor's location.
- 2.3. The Contractor shall ensure the Integrated Healthcare Home is tailored to individuals with SMI and SED, utilizing strategies of care that include, but are not limited to:



Exhibit A

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- 2.3.1. Providing education to individuals regarding ProHealth NH.
 - 2.3.2. Incorporating person-centered health and mental health screenings into individual treatment planning;
 - 2.3.3. Updating individual treatment plans on a quarterly basis for the duration of enrollment;
 - 2.3.4. Ensuring that treatment planning considers and addresses:
 - 2.3.4.1. Engagement in developmentally appropriate education or employment activities;
 - 2.3.4.2. The need for intensive recovery supports, including Assertive Community Treatment, as appropriate; and
 - 2.3.4.3. The desire for better symptom management.
 - 2.3.5. Ensuring treatment goals are:
 - 2.3.5.1. Individualized and person-centered.
 - 2.3.5.2. Inclusive of individual physical and behavioral health goals and needs.
 - 2.3.5.3. Reflective of the information in the care plan, which shall be shared with the Integrated Healthcare Home staff identified in Section 3 Staffing;
 - 2.3.6. Engaging individuals who have not yet engaged in care, including but not limited to cultural/linguistic and sexual/gender minorities;
 - 2.3.7. Utilizing nurse care coordinators to assist with coordination and integration of physical and behavioral health care for individuals with more complex needs to ensure proper integration of services; and
 - 2.3.8. Providing wellness services tailored to the population that includes rewards via health mentors.
 - 2.4. The Contractor shall deliver evidence-based practices (EBPs) to individuals with SMI and SED in a stepped approach that ensures feasibility and high quality program implementation including, but is not limited to:
 - 2.4.1. Supported Employment and Education;
 - 2.4.2. Assertive Community Treatment (ACT);
 - 2.4.3. Illness Management and Recovery;
 - 2.4.4. Trauma Focused Cognitive Behavioral Therapy;
 - 2.4.5. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH-ADTC);
 - 2.4.6. Decision Support for Psychopharmacology;

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Exhibit A

- 2.4.7. Healthy Choices Health Changes; and
- 2.4.8. Breathe Well Live Well
- 2.5. The Contractor shall meet with consultants who are experts in each practice to monitor EBPs. Upon completion of the annual monitoring meeting, the Contractor shall develop quality improvement plans as needed for further integration and development of EBPs.
 - 2.5.1. The Contractor shall work with the program evaluator to conduct EBT focus groups and qualitative interviews and shall work with the Department to develop and deliver quarterly reports.
- 2.6. The Contractor shall provide integrated screenings, detection and treatment of physical health conditions to individuals with SED and SMI. The Contractor shall:
 - 2.6.1. Implement co-located FQHC-delivered integrated primary care to treat chronic physical health conditions.
 - 2.6.2. Include well child and adult screenings, physical exams, immunizations and primary care treatment of physical illnesses.
 - 2.6.3. Enable seamless health and mental health screenings, reporting and communications, including a strategy for sharing care plans between physical and mental health care providers. This may include changes to the Contractor's electronic medical record (EMR).
 - 2.6.4. Collaborate with the Data and Evaluation Director to ensure that the health screen data can be compiled and reported in actionable reports.
 - 2.6.5. Screen and assess individuals for physical health and wellness by collecting the following information as services are being provided at different intervals:
 - 2.6.5.1. Medical history.
 - 2.6.5.2. Identified primary care provider.
 - 2.6.5.3. Past year contact with primary care provider.
 - 2.6.5.4. Past year physical exam and wellness visit.
 - 2.6.5.5. Height, weight, Body Mass Index (BMI) and waist circumference.
 - 2.6.5.6. Blood pressure.
 - 2.6.5.7. Tobacco use and/or breath carbon monoxide.
 - 2.6.5.8. Plasma glucose and lipids.
 - 2.6.6. Refer individuals for appropriate Integrated Healthcare Home treatment services, as needed, based on the outcomes of the physical health and wellness screenings and assessments in 2.5.5.



Exhibit A

- 2.7. The Contractor shall deliver integrated evidence-based screenings and treatment for behavioral health conditions with SED and SMI at evidence-based intervals. The Contractor shall:
- 2.7.1. Screen individuals for trauma, depression and substance use, medication misuse among youth, involvement or interest in employment and education, need for ACT services, desire for symptom management.
 - 2.7.2. Provide evidence-based pharmacologic treatment for behavioral health conditions, based on screenings and assessments utilizing decision aids for youth, young adults and caregivers.
 - 2.7.3. Develop wellness programs that include multiple options with health coaches to assist participants with selecting options that best match individual needs and interests. The Contractor shall ensure options include, but are not limited to:
 - 2.7.3.1. Breathe Well Live Well (BWLW) program designed for smokers with SMI that includes, but is not limited to:
 - 2.7.3.1.1. Referrals to an appropriate medical provider for discussion and prescription of cessation pharmacotherapy;
 - 2.7.3.1.2. Facilitated use of the New Hampshire Helpline telephone counseling service as well as online, text and application resources; and
 - 2.7.3.1.3. Structured rewards program for participation and initiating abstinence.
 - 2.7.3.2. Healthy Choices Healthy Changes (HCHC) program designed for individuals with SMI who are overweight or obese which includes, but is not limited to:
 - 2.7.3.2.1. Gym membership for twelve (12) months;
 - 2.7.3.2.2. Meetings with a trained Health Mentor;
 - 2.7.3.2.3. Weight Watchers membership for one (1) year;
 - 2.7.3.2.4. Support for use of Weight Watchers; and
 - 2.7.3.2.5. Structured rewards program for participation and initiating behavior change.
 - 2.7.3.3. Web-based Tobacco and Obesity Motivational Education Programs, which include, but are not limited to:
 - 2.7.3.3.1. Obesity, fitness and nutrition motivational education for overweight individuals; and
 - 2.7.3.3.2. Tobacco motivational education for tobacco users.

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- 2.8. The Contractor shall subcontract with identified project partners to provide access to the Web-based educational programs that:
- 2.8.1. Are facilitated by health coaches; and
 - 2.8.2. Provide comprehensive, consistent, high quality tobacco education and obesity education with:
 - 2.8.2.1. Motivational intervention delivered consistently and conveniently.
 - 2.8.2.2. Minimal burden on clinical staff.
- 2.9. The Contractor shall identify the policy and financing policy changes required to sustain project activities within six (6) months of the contract effective date.

3. Staffing

- 3.1. The Contractor shall ensure staff for the ProHealth NH Integrated Healthcare Home is hired within ninety (90) days of the contract effective date, and shall include, but not be limited to:
- 3.1.1. Site Project Director – 1 FTE. The Site Project Director shall possess an MA or MS in a health related field.
 - 3.1.2. Project Interviewer – 1 FTE. The Project Interviewer shall possess a Bachelor's degree.
 - 3.1.3. Data Entry Specialist – 0.5 FTE. The Data Entry Specialist shall possess a Bachelor's degree and be fluent in medical and psychiatric terminology as well as medical outcome data indicators.
 - 3.1.4. Consumer Expert Advisors – Two (2) .1 FTE (Youth), and One (1) .1 FTE (Young Adult). Expert Advisors shall be participants involved with integrated care: BWLW and HCHC and shall:
 - 3.1.4.1. Serve on the Advisory Council;
 - 3.1.4.2. Attend quarterly meetings with the Council;
 - 3.1.4.3. Attend follow-up quarterly meetings with the site leadership teams to provide input and feedback regarding the Health Home content and format of the Health Home services, as well as on the success and barriers to implementation; and
 - 3.1.4.4. Meet with the Program Evaluation Team twice yearly to provide feedback on the evaluation measures and protocols, particularly with respect to cultural sensitivity.
 - 3.1.5. Behavior Change Clinicians - 1 FTE. Behavior Change Clinicians must possess an MS/MA in psychology, social work, counseling and/or psychology and must be licensed to practice in New Hampshire.

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- 3.1.6. Health Mentors - .25 FTE. Health Mentors must possess a Bachelor's degree in psychology, social work, counseling or related field and must be credentialed as a fitness trainer.
- 3.1.7. Community Mental Health Outreach Workers, also referred to as Community Mental Health Workers (CHWs) - .5 FTE, who shall work independently and collaboratively within a multi-disciplinary team in order to engage deaf, LGBT, refugee and immigrant and other vulnerable/underserved populations in services that will improve health and reduce risk behaviors and other activities appropriate to the roles, skills and qualities of a CHW.
- 3.2. The Contractor shall ensure the FQHC employs and maintains the following staff positions, to be located at the FQHC:
 - 3.2.1. Primary Care Advanced Practice Nurse or Physician - .25 FTE, who possesses a valid and unrestricted license to practice in his/her field with a minimum of two (2) years of experience in a primary care office setting.
 - 3.2.2. Registered Nurse (RN) or RN/C - .25 FTE, with license to practice in New Hampshire with at least two (2) years' experience in a primary care office setting who also possesses a valid
 - 3.2.3. Primary Care Medical Assistant - .25 FTE, who must be certified as a medical assistant and possess at least one (1) year of experience providing care to an out patient population with a Multidisciplinary Medical Team.
 - 3.2.4. Patient Service Representative/Intake/Administrative Support Staff - .25 FTE, who shall possess a High School Diploma or its equivalent.

4. Project Management

- 4.1. The Contractor shall meet with the FQHC team and Department staff on a weekly basis to develop a shared treatment plan, communication strategies, treatment team meeting schedules, consultation strategies and designated responsibilities for communications and interventions.
- 4.2. The Contractor shall track outcomes to ensure continuous quality improvement for the integrated care service.
- 4.3. The Contractor, in collaboration with consultants and the Department, shall create policies, procedure manuals and databases within three (3) months of the contract effective date.



5. Training

- 5.1. The Contractor, in conjunction with Department leaders and staff, shall ensure Consultants work with the Contractor's Project leader and staff and FQHC Primary Care (PC) Project leader and PC Providers to provide training and supervision, which shall include, but is not limited to:
- 5.1.1. Initial two (2) full day trainings conducted no later than six (6) months from the contract effective date, at location(s) selected by the Contractor.
 - 5.1.2. One (1) hour of supervision shall be provided on-site on a weekly basis.
 - 5.1.3. Training on proper safeguarding of confidential information and 42 CFR Part 2 information in conformance with administrative rules, and state and federal laws.
 - 5.1.4. Additional trainings and supervision, as needed, to address newly identified needs and staff turnover, which may include but are not limited to:
 - 5.1.4.1. Overarching training on program goals and objectives including, but not limited to, training for primary care providers related to the CMHC system and services;
 - 5.1.4.2. Training for CMHC providers related to the primary care system, physical health, tracking health indicators and wellness.
 - 5.1.4.3. Training on medical 'vital signs' and laboratory screening procedures for psychiatrists, nurses, and other medical staff.
 - 5.1.4.4. Training on behavioral health 'vital signs' for all staff.
 - 5.1.4.5. Training on integration and communication strategies including, but not limited to, staff training to implement screenings into the workflow and to document screenings for health and behavioral health 'vital signs.'
 - 5.1.4.6. Training for Health Mentors and Health Behavior Change Specialists at time of hire.
 - 5.1.4.7. Training for Contractor staff on Chronic Physical Health Conditions and Health Risk behaviors and use of decision aids and decision support for psychotropic medication use shall occur at least once with the Contract Period.

6. Data Collection and Reporting

- 6.1. The Contractor shall obtain consent from participants to collect data related to ProHealth NH and shall store consent forms in a locked file cabinet.



Exhibit A

- 6.2. The Contractor shall ensure all releases of confidentiality and prohibitions on disclosure of information are in compliance with all administrative rules, and state and federal laws, including the prohibition for re-disclosure of 42 CFR Part 2 information.
- 6.3. The Contractor shall submit quarterly reports of de-identifiable and aggregate data to the Department and to the Substance Abuse and Mental Health Services Administration (SAMHSA) through a secure portal beginning ninety (90) days from the contract effective date.
- 6.4. The Contractor shall work with the Department to streamline, automate and align reporting with existing reports where possible.
- 6.5. The Contractor shall provide quarterly reports to the Department that include, but are not limited to:
 - 6.5.1. Number of participants screened for ProHealth NH during the quarter;
 - 6.5.2. Number of participants newly enrolled in ProHealth NH during the quarter;
 - 6.5.3. Number of participants who received ProHealth NH health and behavioral screening and assessments during the quarter;
 - 6.5.4. Number of participants screened for:
 - 6.5.4.1. Trauma;
 - 6.5.4.2. Depression;
 - 6.5.4.3. Substance use disorders;
 - 6.5.4.4. Medication use among youth;
 - 6.5.4.5. Involvement or interest in employment or education;
 - 6.5.4.6. Need for assertive community treatment; and
 - 6.5.4.7. Desire for symptom management.
 - 6.5.4.8. Number of participants referred to each treatment based on needs identified in the screenings described in 6.4.3.1. (i.e., seven (7) treatment areas including, but not limited to MATCH, SE, ACT and IMR).
 - 6.5.5. National Outcome Measures (NOMs) obtained during the quarter;
 - 6.5.6. Total number of participants who received each of the screenings and assessments in 6.5.4. during the quarter;
 - 6.5.7. Total number of patients age sixteen (16) to thirty-five (35) in care at the CMHC during the quarter.
- 6.6. The Contractor shall report on the following items through electronic medical record data reports on a quarterly basis:



Exhibit A

- 6.6.1. Number of participants in supportive housing or independent living programs during the quarter;
 - 6.6.2. Number of participants who attended social and rehabilitative programs during the quarter;
 - 6.6.3. Number of participants who participated in each of the EBP services listed in Section 2.5 during the quarter;
 - 6.6.4. Number of participants who attended a scheduled medical appointment during the quarter;
 - 6.6.5. Number of participants who attended a scheduled mental health appointment during the quarter;
 - 6.6.6. Number of participants who completed tobacco education during the quarter;
 - 6.6.7. Number of participants who completed obesity education during the quarter;
 - 6.6.8. Number of participants who attended Breath Well Live Well during the quarter;
 - 6.6.9. Number of participants who attended Health Choices Healthy Changes during the quarter; and
 - 6.6.10. Cumulative totals of participants engaged in each of the activities in Section 6.5.4. above.
- 6.7. The contractor shall report on any additional data as requested by the Department on a quarterly basis, including, but not limited to:
- 6.7.1. EBT focus groups and qualitative interviews;
 - 6.7.2. Participants' satisfactory performance in work and school settings;
 - 6.7.3. The level of compliance with prescribed medication regimes;
 - 6.7.4. The level of compliance with attending scheduled medical and behavioral health appointments; and
 - 6.7.5. Any additional data specified by SAMHSA.

7. Quality Improvement Activities

- 7.1. The Contractor shall conduct quarterly QI meetings to evaluate if performance measures and project objectives have been met for the previous quarter in relation to the project implementation timeline.
- 7.2. The Contractor shall ensure participants at the quarterly meetings in Section 7.1, above, include, but are not limited to:
 - 7.2.1. Contractor Project Director;
 - 7.2.2. Department Project Director;

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Exhibit A

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- 7.2.3. Subcontracted Program Evaluator;
 - 7.2.4. QI Director;
 - 7.2.5. Clinical Director;
 - 7.2.6. Children's Service Director; and
 - 7.2.7. FQHC Administrative Director.
- 7.3. The Contractor shall ensure items to be reviewed at the quarterly QI meetings include, but are not limited to:
- 7.3.1. Quarterly report submitted to SAMHSA;
 - 7.3.2. Feedback from the Advisory Council;
 - 7.3.3. Feedback from the Consumer Experts; and
 - 7.3.4. Feedback from SAMHSA.
- 7.4. The Contractor shall develop and update quarterly Written Action Plans to guide work, which shall be updated on a quarterly basis, or as needed.

8. Deliverables

- 8.1. The Contractor shall enter into an agreement with the FQHC to provide co-located, integrated primary care services no later than three (3) months from the contract effective date.
- 8.2. The Contractor shall ensure the FQHC is approved by HRSA, Medicare, and Medicaid to deliver primary care services onsite at the Contractor's location, no later than six (6) months from the contract effective date.
- 8.3. The Contractor shall ensure staff for the Integrated Healthcare Home is hired within ninety (90) days of the contract effective date.

9. Baseline Performance Measurements

- 9.1. The Contractor shall establish baseline rates for the following performance measures, reporting on the proportion of individuals enrolled in ProHealth NH who received the following:
 - 9.1.1. Evidence-based mental health treatment for those whose mental health screening indicates a need;
 - 9.1.2. Health education for weight among those with higher than normal BMI as measured in health screening;
 - 9.1.3. Health education for tobacco among those who use tobacco as indicated in health screening;

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Exhibit A

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- 9.2. The Contractor shall establish baseline rates for the following performance measures, reporting on the proportion of individuals enrolled in ProHealth NH who received the following health behavior change services:
- 9.2.1. Breath Well Live Well Tobacco Program for those who use tobacco;
 - 9.2.2. Healthy Choices Healthy Changes Weight, nutrition and fitness program for those with obesity.

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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with Federal Funds from the Substance Abuse and Mental Health Services Administration (SAMHSA), CFDA #93.243, Federal Award Identification Number (FAIN) #H79SM080245.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with Exhibit B-1 Budget.
 - 4.2. The Contractor shall submit invoices in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoices must be completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.3. The Contractor agrees to keep records of their activities related to Department programs and services.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.5. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
 - 4.6. Invoices shall be mailed to:

Financial Administrator
Department of Health and Human Services
Division for Behavioral Health
105 Pleasant Street
Concord, NH 03301
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining further approval from the Governor and Executive Council.

[Handwritten Signature]
10/16/18

Exhibit B-1 Budget

The Mental Health Center of Greater Manchester				
SFY 2019 (10/1/18 - 6/30/19)				
Promoting Integration of Primary and Behavioral Health Care				
Budget Narrative File for State FY2019				
MHC of Greater Manchester				
A: Personnel				
Position	Name	Annual Salary	Level of Eff	Cost State FY19
Site Project Director	Jessica La	\$ 60,320	100%	\$ 45,240
Project Data Entry Staff	TBD	\$ 35,360	50%	\$ 13,260
Behavior Change Clinician	Colleen T	\$ 45,760	100%	\$ 34,320
Health Mentor	TBD	\$ 38,480	25%	\$ 7,215
Evaluator/Interviewer	TBD	\$ 45,000	100%	\$ 33,750
Consumer expert advisor- Youth	TBD	\$ 35,000	10%	\$ 2,625
Consumer expert advisor - Youth	TBD	\$ 35,000	10%	\$ 2,625
Consumer expert advisor - Young Adult	TBD	\$ 35,000	10%	\$ 2,625
Less 10% Ramp up 1st Year				\$ (14,166)
Total Personnel				\$ 127,494
B. Fringe Benefits				
Component		Rate	Wage	Cost State FY19
Payroll Taxes / Benefits		30.00%	\$169,992	\$ 38,248
Total Fringe Benefits				\$ 38,248
C: Travel				
Mileage	Local			
		5,000 miles	\$ 0.535	\$ 2,006
Total Travel				\$ 2,006
D: EQUIPMENT				
E: SUPPLIES				
Items		Rate		Cost State FY19
Operational Supplies:				
Medical Supplies	500 visits/year x \$5/visit			\$ 1,875
Office Supplies	\$200/month x 12 months			\$ 1,800
Housekeeping Supplies	\$133/month x 12 months			\$ 1,197
	Subtotal Operational Supplies			\$ 4,872
Start Up Supplies - 1 time costs				
Technology Licenses	EMR (3), CPS (2), Visualization (2),			\$ 18,653
Copier/Fax/Scan	Konica Bizhub 654e			\$ 7,125
Postage Meter				\$ 375

WAL
10/16/18

Exhibit B-1 Budget

Telephony	20 Phone system licenses, 10 laptop		\$ 59,663	
Equipment/Furniture	4 Exam tables, EKG & AED		\$ 43,997	
	Subtotal Start up Supplies @ 50%		\$ 64,906	
Total Supplies			\$ 69,778	
F: CONTRACT				
Name	Service	Rate	Other (FTE)	Cost State FY19
Primary Care NP/PA	TBD	\$ 100,000	25%	\$ 18,750
RN - Care Coordinator	TBD	\$ 79,280	25%	\$ 14,865
Medical Assistant	TBD	\$ 32,240	25%	\$ 6,045
Community Health Worker LGBT	TBD	\$ 52,780	25%	\$ 9,896
Community Health Worker Culture/Lingu	TBD	\$ 52,780	25%	\$ 9,896
Coordination Bhutanese Community NH	104	\$ 50		\$ 3,900
Cultural Brokering & Language Interpreta	780 hours	\$55/hr.		\$ 32,175
Pt Service Rep/Intake/Front Office	TBD	\$ 32,240	25%	\$ 6,045
I/I Maintenance & Service Fees				\$ 11,250
Contracted Billing Services				\$ 5,250
Evaluation contractor				\$ 15,000
Training/supervision contractor Enrollment & Rewards				\$ 15,000
Training/supervision contractor InSHAPE youth				\$ 7,500
Training/supervision contractor Minority				\$ 7,500
Web-based motivational education for obesity and smoking				\$ 15,001
Less 10% ramp up for Medical Staff year 1				\$ (6,335)
Total Contracts:				\$ 171,738
G: CONSTRUCTION:				
H: OTHER				
Items	Rate		Cost State FY19	
Occupancy	\$28/SF x 2,600 square feet @ 50%		\$ 27,375	
Insurances: Liability & Commercial	\$1,250/month x 12 months		\$ 11,250	
Lab / Phlebotomy	\$250/month x 12 months		\$ 2,250	
Clinicians Licensing			\$ 1,500	
Vaccines	\$208/month x 12 months		\$ 1,875	
Linens / supplies	\$250/month x 12 months		\$ 2,250	
Postage	\$83/month x 12 months		\$ 750	
Advertising/Public Relations			\$ 1,500	
			\$ -	
Rewards Program	5 Year enrollment	5 Year cost	\$ -	
Cessation rewards wk 1-wk4, wk 6,8,10,12 (\$30 each)	125	\$ 60,000	\$ 7,200	

mtl
10/16/18

Exhibit B-1 Budget

Weight watchers	15 sessions	50	\$ 24,000	\$ 2,880
Gym memberships	12 months	125	\$ 18,750	\$ 2,250
Fitness participation rewards	12 sessions	125	\$ 45,000	\$ 5,400
Quitline participation rewards		125	\$ 11,250	\$ 1,350
Tobacco education participation rewards		250	\$ 7,500	\$ 900
Obesity education participation rewards		250	\$ 7,500	\$ 900
Total Other				\$ 69,630
Total Direct Costs				\$ 478,894.55
Indirect Costs	Rate - 10%			\$ 47,889.45
Total MHC of Greater Manchester				\$ 526,784.00

Exhibit B-1 Budget

Contractor Initials WJW

SS-2019-DBH-02-PROHE-03

Date 10/16/18

10/16/18



SPECIAL PROVISIONS

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

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



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

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

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

[Handwritten Signature]
Date 10/16/18

New Hampshire Department of Health and Human Services
Exhibit C



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



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

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

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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



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

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

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

[Handwritten Signature]
10/16/18



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

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

4. CONDITIONAL NATURE OF AGREEMENT

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

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

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

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

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

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

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

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

[Handwritten Signature]
Date 10/16/18



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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.

Contractor Name: The Mental Health Center of Greater Manchester

10/16/18
Date

WR
Name: William Rider
Title: President / CEO

WR
Date 10/16/18



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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.

Contractor Name: The Mental Health Center of Greater
Manchester

10/16/18
Date

William Rider
Name: William Rider
Title: President / CEO

WR
Date 10/16/18



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: The Mental Health Center of Greater Manchester

10/16/18
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 Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor 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

Contractor Initials

WHL

10/16/18

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

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

Contractor Name: The Mental Health Center of Greater
Manchester

10/16/18
Date

William Rider
Name: William Rider
Title: President / CEO

Exhibit G

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

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: The Mental Health Center of Greater
Manchester

10/16/18
Date

WR
Name: William Rider
Title: President/CEO



Exhibit I

HEALTH INSURANCE PORTABILITY 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

3/2014

Contractor Initials

WML

Date

10/16/18



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

[Handwritten Signature]

Date

10/16/18



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S Fix
Signature of Authorized Representative

Katja S Fix
Name of Authorized Representative

Director
Title of Authorized Representative

10/18/18
Date

The Mental Health Center of Greater Manchester
Name of the Contractor

William Rider
Signature of Authorized Representative

William Rider
Name of Authorized Representative

President/Chief Executive Officer
Title of Authorized Representative

10/16/18
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**

10/16/18
Date

William Rider
Name: William Rider
Title: President/CEO



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: _____

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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- 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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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 in black ink, appearing to be "WJK".

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