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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shiblinette  
Commissioner

Lisa M. Morris  
Director

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May 12, 2020

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

**INFORMATIONAL ITEM**

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

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

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

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

**EXPLANATION**

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

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

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

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

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

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

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

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

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

  
Lori A. Shibinette  
Commissioner

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

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Lakes Region Mental Health Center, Inc.		1.4 Contractor Address 40 Beacon Street East Laconia, NH 03246	
1.5 Contractor Phone Number (603) 524-1100 Ext. 134	1.6 Account Number 05-95-95-950010- 56760000-103-502664- 95010998	1.7 Completion Date July 16, 2020	1.8 Price Limitation \$499,060
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <i>Margaret M. Pitchard</i> Date: 5/13/20		1.12 Name and Title of Contractor Signatory Margaret M. Pitchard, CEO	
1.13 State Agency Signature <i>Christine Santaniello</i> Date: 5/13/20		1.14 Name and Title of State Agency Signatory Christine Santaniello Director, DEHS, DHHS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>J. Christopher Marshall</i> On: May 22, 2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## **9. TERMINATION.**

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

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

submit to the State a Transition Plan for services under the Agreement.

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

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

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

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

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

## **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

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

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

New Hampshire Department of Health and Human Services  
Quarantine Services for Homeless Individuals – COVID19  
**EXHIBIT A**



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**REVISIONS TO STANDARD CONTRACT PROVISIONS**

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

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on April 17, 2020 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to one (1) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services  
Quarantine Services for Homeless – COVID 19  
**EXHIBIT B**



**Scope of Services**

**1. Statement of Work**

- 1.1. The services provided under this contract are emergency management activities, as defined by New Hampshire (NH) Revised Statutes (RSA) 21-P:35, Definitions.
- 1.2. The Contractor shall provide accommodations at the Dube Building located at 1 Right Way Path, Laconia, New Hampshire, for the State of New Hampshire for purposes described in this agreement.
- 1.3. The Contractor shall provide room accommodations to the State of New Hampshire, as requested, for the purpose of quarantining individuals who are homeless, or at the risk of being homeless, who:
  - 1.3.1. May have contracted COVID-19 based on signs and symptoms of the virus; or
  - 1.3.2. May be awaiting COVID-19 test results; and
  - 1.3.3. Are referred for services by the State of New Hampshire.
- 1.4. The Contractor shall conduct an intake of each individual transported to the quarantine facility using the HMIS intake field with additional information that includes, but is not limited to:
  - 1.4.1. Name.
  - 1.4.2. Community of origin.
  - 1.4.3. Date of admission.
  - 1.4.4. Date of anticipated discharge.
  - 1.4.5. List and dosages of medications.
  - 1.4.6. The assessment form completed by the Emergency Operations Center (EOC).
- 1.5. The Contractor shall comply with the requirements that include but are not limited to:
  - 1.5.1. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs, which may include, but are not limited to:
    - 1.5.1.1. Mental health services.
    - 1.5.1.2. Medication stability.
    - 1.5.1.3. Sexual orientation.



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**EXHIBIT B**



- 1.5.1.4. Vulnerability to illness.
- 1.5.1.5. Vulnerability to victimization.
- 1.5.1.6. Vulnerability to physical assault.
- 1.5.1.7. Racial equality.
- 1.5.1.8. Marital status.
- 1.5.2. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law such as for domestic violence. The data standards may be found at: <http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf>.
- 1.6. The Contractor shall ensure social distancing and sanitation practices are, based on Centers for Disease Control recommendations, practiced by staff as well as individuals receiving quarantine shelter services. The Contractor shall:
  - 1.6.1. Provide opportunities for entertainment that maintain social distancing recommendations.
  - 1.6.2. Ensure personal items, telephones, tablets, and other devices are not shared between individuals.
  - 1.6.3. Monitor outside activities to ensure practice of social distancing.
  - 1.6.4. Monitor outside activities to ensure there is no sharing of items that include, but are not limited to:
    - 1.6.4.1. Smoking and/or vaping materials.
    - 1.6.4.2. Drinks.
    - 1.6.4.3. Food.
    - 1.6.4.4. Other items that may cause increased health and safety risks.
- 1.7. The Contractor shall provide clean linens and towels on a daily basis. The Contractor shall:
  - 1.7.1. Ensure dirty linens and towels bagged by the room occupants and left outside of the entrance to the occupied room are collected on a daily basis.
  - 1.7.2. Ensure clean linens and towels are distributed to room occupants on a daily basis.

New Hampshire Department of Health and Human Services  
Quarantine Services for Homeless – COVID 19  
**EXHIBIT B**



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

*mp*

5/13/20

**New Hampshire Department of Health and Human Services  
Quarantine Services for Homeless – COVID 19  
EXHIBIT B**



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

**2. Transportation**

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

**3. Exhibits Incorporated**

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

**4. Facilities Use**

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

New Hampshire Department of Health and Human Services  
Quarantine Services for Homeless – COVID 19  
**EXHIBIT B**



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

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

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New Hampshire Department of Health and Human Services  
Quarantine Services for Homeless – COVID 19  
**EXHIBIT B**



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

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*5/13/20*

New Hampshire Department of Health and Human Services  
Quarantine Services for Homeless – COVID 19  
**EXHIBIT B**



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

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

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

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

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



**Payment Terms**

1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8 Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, in accordance with approved budget line items specified in Exhibits C-1, Budget.
3. The Contractor may invoice the Department in an amount not to exceed \$37,327 upon execution of the Agreement by both parties. The Contractor shall ensure:
  - 3.1. The invoice clearly states a request for advance payment for the total advance payment amount.
  - 3.2. The invoice includes how funds will be utilized toward start up costs, which may include, but is not limited to:
    - 3.2.1. Activities for individuals served.
    - 3.2.2. Furnishings for individuals served.
    - 3.2.3. Other ancillary necessities necessary for start-up of operations.
4. The Contractor shall submit biweekly invoices that specify:
  - 4.1. A daily rate for staff salaries and benefits of \$312.50 per individual for a minimum of ten (10) individuals, even when less than ten (10) individuals are served, for a total daily rate of \$3,125, not to exceed \$281,250 through the contract completion date.
  - 4.2. A daily rate for each additional person served over the ten (10) person minimum, as negotiated between the parties.
  - 4.3. Cost reimbursement for actual expenditures incurred, in accordance with Exhibit C-1, Ancillary Services Budget.
5. In lieu of hard copies, all Department-provided invoices may be assigned an electronic signature and emailed to Beth.Kelly@dhhs.nh.gov .
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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



8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
13. Audits
  - 13.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F

*[Handwritten Signature]*  
5/13/20



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

**EXHIBIT C**



- of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Ancillary Services Budget

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

**Bidder/Program Name:** The Lakes Region Mental Health Center, Inc.

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

**Budget Period:** April 17, 2020 through July 16, 2020

Line Item	Total Program Cost		
	Direct	Indirect	Total
1. IT Consultants	\$ 2,000.00		\$ 2,000.00
2. Pharmacy Supplies	\$ 1,500.00		\$ 1,500.00
3. Medical Supplies	\$ 3,400.00		\$ 3,400.00
4. Office Supplies (Coffee Supplies, Bottled Water, Badges, Background Checks, Tissues, Pens, paper, Noise Machine, Laundry Detergent, Lysol Wipes)	\$ 1,975.00		\$ 1,975.00
5. Travel	\$ 312.00		\$ 312.00
6. Occupancy Supplies (Paper and soap products for refill of dispensers)	\$ 600.00		\$ 600.00
7. Telephone Expenses	\$ 1,980.00		\$ 1,980.00
8. Postage	\$ 50.00		\$ 50.00
9. Hulu Subscription (\$65/per month for 3 months)	\$ 195.00		\$ 195.00
10. Audit and Legal	\$ 1,500.00		\$ 1,500.00
11. Insurance	\$ 1,750.00		\$ 1,750.00
12. Software	\$ 100.00		\$ 100.00
13. Health First Subcontract	\$ 30,030.00		\$ 30,030.00
14. Partnership for Public Health Subcontract	\$ 61,803.00		\$ 61,803.00
15. Great Northern Cleaning	\$ 10,250.00		\$ 10,250.00
16. Center Street Coffee & Linen	\$ 3,250.00		\$ 3,250.00
17. Water Street Café; 31 Events; Various Food Vendors (\$45 per diem per occupant)	\$ 40,500.00		\$ 40,500.00
18. Toiletries for Occupants	\$ 360.00		\$ 360.00
19. Clothing & Misc Occupant Needs	\$ 1,520.00		\$ 1,520.00
20. Snacks & Beverages	\$ 1,000.00		\$ 1,000.00
21. Indirect Costs as Line Item (10%)		\$ 16,408.00	\$ 16,408.00
<b>TOTAL</b>	<b>\$ 164,075.00</b>	<b>\$ 16,408.00</b>	<b>\$ 180,483.00</b>



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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5/13/20

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Vendor Name:

5/13/2020  
Date

Margaret M. Hitchard  
Name: Margaret M. Hitchard  
Title: CEO

Vendor Initials mf  
Date 5/13/20



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (Indicate applicable program covered):

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

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

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

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

Vendor Name:

5/13/2020  
Date

Margaret M. Pritchard  
Name: Margaret M. Pritchard  
Title: CEO



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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5/13/20

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

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

Vendor Name:

5/13/2020  
Date

Margaret M. Pritchard  
Name: Margaret M. Pritchard  
Title: CEO



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

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

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

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

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

Exhibit G

Vendor Initials

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



New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Vendor Name:

5/13/2020  
Date

Margaret M. Pritchard  
Name: Margaret M. Pritchard  
Title: CEO

Exhibit G

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

Vendor Initials mp

Date 5/13/20



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Vendor Name:

5/13/2020

Date

Margaret M. Pritchard  
Name: Margaret M. Pritchard  
Title: CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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



Exhibit I

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

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

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

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Exhibit I

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

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

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

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

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

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

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5/13/20



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials

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Date

5/13/20



Exhibit I

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

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

Department of Health and Human Services

The State

Christine Santoro  
Signature of Authorized Representative

Christine Santoro  
Name of Authorized Representative

Director, DHS  
Title of Authorized Representative

5/13/20  
Date

Lakes Region Mental Health Center, Inc

Name of the Contractor

Margaret M. Pritchard  
Signature of Authorized Representative

Margaret M. Pritchard  
Name of Authorized Representative

CEO  
Title of Authorized Representative

5/13/2020  
Date





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

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

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

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

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

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

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

Contractor Name:

5/13/2020

Date

Margaret M. Pritchard  
Name: Margaret M. Pritchard  
Title: CEO

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 101410652
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO        YES

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

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

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

       NO        YES

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

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

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

Name: <u>Margaret M Pritchard</u>	Amount: <u>157,000</u>
Name: <u>Vladimir Telnov MD</u>	Amount: <u>270,000</u>
Name: <u>Sunshine Fisk</u>	Amount: <u>100,000</u>
Name: <u>Mark Wagner MD</u>	Amount: <u>225,000</u>
Name: <u>Chris Burns APRN</u>	Amount: <u>125,000</u>

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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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

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

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

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

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**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

*MP*

*5/13/20*



New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

*MP*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

*mp*

*5/13/20*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

*mp*

*5/13/20*

# State of New Hampshire

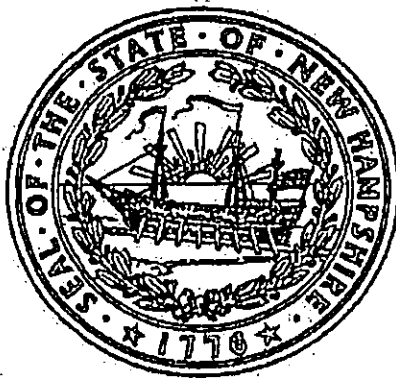
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 64124

Certificate Number: 0004556019



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of July A.D. 2019.

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

William M. Gardner  
Secretary of State

### CERTIFICATE OF AUTHORITY

I, Susan L. Stearns, hereby certify that:  
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Lakes Region Mental Health Center, Inc.  
(Corporation/LLC Name)

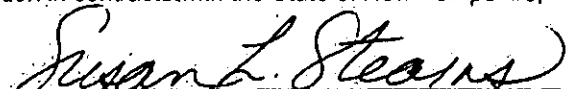
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 16, 2020, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Margaret M. Pritchard, Chief Executive Officer (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Lakes Region Mental Health Center, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/16/2020



Signature of Elected Officer

Name: Susan L. Stearns

Title: LRMHC Board Secretary

Client#: 525807

GENESBEH

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2019

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (AC, Ho, Ext): 855 874-0123 FAX (AC, Ho): E-MAIL: ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: Aaa American Insurance Company NAIC # 22667 INSURER B: Aaa Mutual Insurance Company 33758 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED The Lakes Region Mental Health Center, Inc. 40 Beacon Street East Laconia, NH 03246	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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:		SVRD37803601	06/26/2019	06/26/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CALH08618574	06/26/2019	06/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		XOOG25516540008	06/26/2019	06/26/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ECC6004009072019A	06/26/2019	06/26/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liability		OGLG2551662A008	06/26/2019	06/26/2020	\$5,000,000 occurrence per incident \$7,000,000 Aggregate

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

This certificate covers all operations usual and customary to the business of the Insured.

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire  
Department of Health & Human Services  
129 Pleasant Street  
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE



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# **Lakes Region Mental Health Center**

## ***Our Mission:***

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

## ***Our Vision:***

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

## ***Our Values:***

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

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

The Lakes Region Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2019



The Lakes Region Mental Health Center, Inc.  
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June 30, 2019

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Statement of Functional Public Support and Revenues	15
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**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License #167

## INDEPENDENT AUDITOR'S REPORT

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

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

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

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

### **Auditor's Responsibility**

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

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

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

### **Opinion**

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

### **Report on Supplementary Information**

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

### **Effect of Adopting New Accounting Standard**

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

*Kittell, Braragan + Sargent*

St. Albans, Vermont  
September 16, 2019

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

ASSETS

CURRENT ASSETS

Cash	\$ 871,867
Investments	1,676,200
Restricted cash	214,299
Accounts receivable (net of \$906,500 allowance)	1,245,023
Prepaid expenses and other current assets	<u>143,584</u>
TOTAL CURRENT ASSETS	<u>4,150,973</u>

PROPERTY AND EQUIPMENT - NET	<u>5,622,649</u>
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TOTAL ASSETS	<u>\$ 9,773,622</u>
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LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 161,584
Current portion long-term debt	105,394
Accrued payroll and related	364,517
Deferred income	100,035
Accrued vacation	377,451
Accrued expenses	<u>292,305</u>
TOTAL CURRENT LIABILITIES	<u>1,401,286</u>

LONG-TERM DEBT, less current portion

Notes and Bonds Payable	4,187,210
Less: unamortized debt issuance costs	<u>(90,156)</u>
TOTAL LONG-TERM LIABILITIES	<u>4,097,054</u>

TOTAL LIABILITIES	<u>5,498,340</u>
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NET ASSETS

Net assets without donor restrictions	<u>4,275,282</u>
---------------------------------------	------------------

TOTAL LIABILITIES AND NET ASSETS	<u>\$ 9,773,622</u>
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See Notes to Financial Statements

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

	<u>Net Assets without Donor Restrictions</u>
<b>PUBLIC SUPPORT AND REVENUES</b>	
Public support -	
Federal	\$ 572,299
State of New Hampshire - BBH	406,208
Other public support	<u>435,857</u>
Total Public Support	<u>1,414,364</u>
Revenues -	
Program service fees	11,700,600
Rental income	84,867
Other revenue	<u>263,839</u>
Total Revenues	<u>12,049,305</u>
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<u>13,463,669</u>
<b>EXPENSES</b>	
BBH funded program services -	
Children Services	3,090,476
Multi-service	5,628,380
ACT	1,280,968
Emergency Services	1,063,295
Housing Services	501,160
Non-Eligible	508,556
Non-BBH funded program services	<u>1,570,427</u>
<b>TOTAL EXPENSES</b>	<u>13,643,262</u>
<b>DECREASE IN NET ASSETS FROM OPERATIONS</b>	<u>(179,593)</u>
<b>OTHER INCOME</b>	
Loss on sale of fixed asset	(170,446)
Investment income	<u>130,763</u>
<b>TOTAL OTHER INCOME (LOSS)</b>	<u>(39,683)</u>
<b>TOTAL DECREASE IN NET ASSETS</b>	(219,276)
<b>NET ASSETS, beginning</b>	<u>4,494,558</u>
<b>NET ASSETS, ending</b>	<u><u>\$ 4,275,282</u></u>

See Notes to Financial Statements.

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

CASH FLOWS FROM OPERATING ACTIVITIES

(Decrease) in net assets	\$ (219,276)
Adjustments to reconcile to net cash provided by operations:	
Depreciation and Amortization	328,568
Loss on sale of asset	170,466
Value of Donated Assets	(26,925)
Unrealized gain on investments	(1,417)
(Increase) decrease in:	
Accounts receivable	402,937
Prepaid expenses	(45,288)
Restricted Cash	34,234
Increase (decrease) in:	
Accounts payable & accrued liabilities	73,329
Deferred income	<u>(22,344)</u>

NET CASH PROVIDED BY OPERATING ACTIVITIES

694,284

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of property and equipment	(51,238)
Net investment activity	<u>(122,355)</u>

NET CASH (USED) BY INVESTING ACTIVITIES

(173,593)

CASH FLOWS FROM FINANCING ACTIVITIES

Principal payments on long-term debt	<u>(801,932)</u>
--------------------------------------	------------------

NET DECREASE IN CASH

(281,241)

CASH AT BEGINNING OF YEAR

1,367,407

CASH AT END OF YEAR

\$ 1,086,166

SUPPLEMENTAL DISCLOSURE

Cash Payments for Interest	<u>\$ 172,108</u>
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See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Estimates

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

Depreciation

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

State Grants

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

Vacation Pay and Fringe Benefits

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

Revenue

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

Client Service Revenue

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

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2019

NOTE 1      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Third Party Contractual Arrangements

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

Basis for Presentation

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

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

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

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

Accounts Receivable

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



The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2019

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Policy for Evaluating Collectability of Accounts Receivable

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

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

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

Advertising

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

New Accounting Pronouncement:

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

NOTE 2 PROPERTY AND EQUIPMENT

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

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2019

NOTE 2      PROPERTY AND EQUIPMENT (continued)

Land, buildings and improvements	\$ 6,588,630
Computer equipment	1,064,066
Furniture, fixtures and equipment	685,916
Vehicles	139,738
Artwork	26,925
Construction in progress	<u>700</u>
	8,505,975
Accumulated depreciation	<u>(2,883,326)</u>
 NET BOOK VALUE	 <u>\$ 5,622,649</u>

NOTE 3      ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE

Due from clients	\$ 140,436
Receivable from insurance companies	494,624
Medicaid receivables	990,582
Medicare receivables	<u>245,808</u>
	1,871,450
Allowance for doubtful accounts	<u>(906,500)</u>
Total Receivable - Trade	<u>964,950</u>

ACCOUNTS RECEIVABLE – OTHER

Housing Rent	1,840
HUD	42,899
Mount Prospect Academy	5,200
Capital Campaign Pledges	2,584
NFI North, Inc.	2,325
SAMSHA	32,031
BBH - Bureau of Behavioral Health	81,102
Lakes Region Healthcare	31,815
Other Grants and Contracts	<u>80,277</u>
Total Receivable - Other	<u>280,073</u>

TOTAL ACCOUNTS RECEIVABLE	<u>\$ 1,245,023</u>
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The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2019

NOTE 4      LINE OF CREDIT

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

NOTE 5      COMMITMENTS

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

<u>June 30,</u>	<u>Amount</u>
2020	\$ 79,935
2021	40,773
2022	38,604
2023	38,043
2024	38,043

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

NOTE 6      EMPLOYEE BENEFIT PLAN

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

NOTE 7      LONG-TERM DEBT

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

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

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2019

NOTE 7 LONG-TERM DEBT (continued)

Expected maturities for the next five years are as follows:

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

NOTE 8 CONTINGENT LIABILITIES

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

NOTE 9 INVESTMENTS

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

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

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2019

NOTE 9 INVESTMENTS (continued)

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

Interest and Dividends	\$ 33,512
Realized Gains	95,834
Unrealized Gains	<u>1,417</u>
	<u>\$ 130,763</u>

NOTE 10 FAIR VALUE MEASUREMENTS

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

Basis of Fair Value Measurement

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

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

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

NOTE 11 CONCENTRATIONS OF CREDIT RISK

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

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2019

NOTE 11      CONCENTRATIONS OF CREDIT RISK (continued)

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2019 is as follows:

Due from clients	8 %
Insurance companies	26
Medicaid	53
Medicare	<u>13</u>
	<u>100 %</u>

NOTE 12      LIQUIDITY

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

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

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

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

NOTE 13      CHANGE IN ACCOUNTING PRINCIPAL – RETROSPECTIVE APPLICATION

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

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

The Lakes Region Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2019

NOTE 14      SUBSEQUENT EVENTS

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

## SUPPLEMENTARY INFORMATION



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

	<u>Accounts Receivable Beginning of Year</u>	<u>Gross Fees</u>	<u>Contractual Allowances and Other Discounts Given</u>	<u>Cash Receipts</u>	<u>Accounts Receivable End of Year</u>
CLIENT FEES	\$ 128,119	\$ 1,930,321	\$ (1,678,376)	\$ (239,628)	\$ 140,436
BLUE CROSS / BLUE SHIELD	304,382	784,226	(596,139)	(333,786)	158,683
MEDICAID	1,018,470	14,182,948	(5,220,473)	(8,990,363)	990,582
MEDICARE	185,899	1,510,927	(837,531)	(613,487)	245,808
OTHER INSURANCE	313,504	979,757	(592,341)	(364,979)	335,941
ALLOWANCE FOR DOUBTFUL ACCOUNTS	<u>(760,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(906,500)</u>
TOTAL	<u>\$ 1,190,374</u>	<u>\$ 19,388,179</u>	<u>\$ (8,924,860)</u>	<u>\$ (10,542,243)</u>	<u>\$ 964,950</u>

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

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2019	<u>\$ 1,408</u>	<u>\$ 406,208</u>	<u>\$ (326,514)</u>	<u>\$ 81,102</u>

Analysis of Receipts

Date of Receipt Deposit Date	Amount
07/16/18	\$ 1,260
07/20/18	148
08/10/18	9,603
08/21/18	51,180
09/06/18	52,510
09/13/18	7,848
10/04/18	57,076
10/31/18	13,505
11/21/18	5,602
11/29/18	4,221
12/07/18	95,759
12/13/18	16,553
12/21/18	7,848
12/31/18	34,198
01/04/19	6,087
01/09/19	7,848
01/31/19	14,340
02/08/19	7,848
03/06/19	7,995
04/03/19	10,081
04/08/19	7,995
05/01/19	2,624
05/21/19	21,553
05/30/19	7,848
06/14/19	22,972
06/26/19	19,388
Less: Federal Monies	<u>(167,376)</u>
	<u>\$ 326,514</u>

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

	Total Agency	Admin.	Total Programs	Children	Multi -Service	ACT	Emergency Services	Housing Services		Non Eligible	Non BBH Funded Programs
								Apts. S.L. Summer	Apts. S.L. McGrath		
Program Service Fees:											
Net Client Fee	\$ 251,945	\$ -	\$ 251,945	\$ 45,340	\$ 68,935	\$ 27,354	\$ 35,288	\$ -	\$ -	\$ 75,028	\$ -
Blue Cross/Blue Shield	188,087	-	188,087	80,169	75,024	9,600	75,774	-	-	(52,480)	-
Medicaid	8,962,475	-	8,962,475	3,027,437	4,958,600	542,120	363,699	-	-	70,619	-
Medicare	673,396	-	673,396	1	588,453	24,330	3,343	-	-	57,269	-
Other Insurance	387,416	-	387,416	83,163	135,621	5,092	49,941	-	-	113,599	-
Program Sales:											
Service	1,237,279	-	1,237,279	78,779	82,400	-	7,400	-	-	5,160	1,063,540
Public Support - Other:											
United Way	1,525	-	1,525	-	1,525	-	-	-	-	-	-
Local/County Government	140,970	-	140,970	-	-	-	117,970	-	-	23,000	-
Donations/Contributions	215,828	215,278	550	-	-	-	-	275	275	-	-
Other Public Support	76,454	37,200	39,254	22,604	11,250	2,250	2,025	-	-	450	675
Div. Voc. Rehab.	1,080	-	1,080	-	1,080	-	-	-	-	-	-
Federal Funding:											
HUD Grant	154,435	-	154,435	-	-	-	-	60,123	94,312	-	-
Other Federal Grants	417,864	3,023	414,841	-	-	-	-	-	-	-	414,841
Rental Income	84,867	3,827	81,040	2,952	2,952	492	-	35,760	38,392	-	492
DBH & DS:											
Community Mental Health	365,544	-	365,544	5,964	25,410	240,000	94,170	-	-	-	-
DCYF	664	-	664	664	-	-	-	-	-	-	-
Other BBH	40,000	40,000	-	-	-	-	-	-	-	-	-
Interest Income	642	642	-	-	-	-	-	-	-	-	-
Other Revenues	263,197	186,639	76,558	18,533	42,019	-	15,993	-	-	13	-
Administration	13,463,669	486,609	12,977,060	3,365,606	5,993,269	851,239	765,603	96,158	132,979	292,658	1,479,548
	-	(486,609)	486,609	126,203	224,733	31,919	28,708	3,606	4,986	10,974	55,480
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<b>\$ 13,463,669</b>	<b>\$ -</b>	<b>\$ 13,463,669</b>	<b>\$ 3,491,809</b>	<b>\$ 6,218,002</b>	<b>\$ 883,158</b>	<b>\$ 794,311</b>	<b>\$ 99,764</b>	<b>\$ 137,965</b>	<b>\$ 303,632</b>	<b>\$ 1,535,028</b>

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

	Total Agency	Administration	Total Programs	Children	Multi-Service	ACT	Emergency Services	Housing Services		Non-Eligible	Non BBH Funded Programs
								Apts. S.L. Summer	Apts. S.L. McGrath		
<b>Personnel Costs:</b>											
Salary and wages	\$ 8,518,992	\$ 666,530	\$ 7,852,462	\$ 1,774,022	\$ 3,141,327	\$ 811,890	\$ 668,074	\$ 101,860	\$ 110,595	\$ 267,932	\$ 976,762
Employee benefits	1,905,776	127,748	1,778,030	413,683	778,806	162,296	147,577	(5)	332	128,085	147,256
Payroll Taxes	584,335	46,416	537,919	118,677	230,038	53,388	47,714	7,646	9,054	19,577	51,825
Substitute Staff	153,938	596	153,342	2,557	106,799	894	6,945	-	-	199	35,948
<b>PROFESSIONAL FEES AND CONSULTANTS:</b>											
Accounting/audit fees	58,530	58,530	-	-	-	-	-	-	-	-	-
Legal fees	26,754	23,210	3,544	48	3,423	18	16	29	-	4	6
Other professional fees	131,900	7,430	124,470	3,315	4,179	43	39	25,600	25,865	9	65,420
<b>Staff Devel. &amp; Training:</b>											
Journals & publications	976	134	842	13	825	-	-	-	-	3	1
In-Service training	10,822	560	10,262	2,364	5,731	888	789	-	-	196	294
Conferences & conventions	83,015	6,213	76,802	13,151	36,955	4,183	3,649	63	63	379	18,379
Other staff development	34,973	1,026	33,947	7,352	17,742	266	6,002	-	-	268	2,317
<b>Occupancy costs:</b>											
Rent	90,136	3,253	86,883	29,975	46,852	812	722	-	-	5,911	2,611
Mortgage (Interest)	169,762	168,277	1,465	-	1,337	74	-	-	-	-	74
Heating Costs	46,186	11,124	35,062	6,121	8,412	757	281	10,726	7,294	700	771
Other Utilities	93,566	24,541	69,025	16,819	19,659	1,856	-	13,669	13,587	1,105	2,330
Maintenance & repairs	175,940	44,572	131,368	41,059	44,568	7,187	2,372	12,664	16,014	927	6,577
Taxes	18,910	18,910	-	-	-	-	-	-	-	-	-
<b>Consumable Supplies:</b>											
Office	32,086	8,996	23,090	7,640	9,631	1,428	1,531	136	131	1,454	1,139
Building/household	58,658	13,797	44,861	6,076	11,366	1,928	1,889	3,814	18,172	854	762
Medical	11,093	-	11,093	-	3,716	-	-	-	-	-	7,377
Other	176,851	9,484	167,367	41,528	82,660	15,622	13,909	-	-	3,428	10,220
Depreciation-Equipment	89,872	17,816	72,056	23,209	31,221	5,317	2,971	1,076	3,648	968	3,646
Depreciation-Building	238,696	84,007	154,689	48,840	48,878	8,070	13	15,166	25,554	3	8,165
Equipment rental	22,410	5,798	16,612	6,377	6,667	966	737	-	-	850	1,015
Equipment maintenance	41,238	2,469	38,769	9,877	19,754	3,704	3,292	-	84	823	1,235
Advertising	83,347	7,667	75,680	14,699	50,040	4,457	3,963	-	-	1,024	1,497
Printing	1,549	69	1,480	307	857	119	116	-	-	47	34
Telephone/communications	237,764	32,311	205,453	61,222	82,179	9,236	21,687	9,180	228	13,692	8,029
Postage/shipping	13,904	986	12,918	3,483	6,660	1,061	943	-	-	363	408
<b>Transportation:</b>											
Staff	247,839	1,210	246,629	61,202	132,444	36,903	5,296	1,850	1,854	2,869	4,211
Clients	21,635	-	21,635	-	21,635	-	-	-	-	-	-
<b>Assist to Individuals:</b>											
Client services	38,138	-	38,138	19,134	16,776	20	-	630	1,474	-	104
<b>Insurance:</b>											
Malpractice/bonding	56,652	14,650	42,002	10,284	20,163	4,711	2,510	-	-	620	3,714
Vehicles	4,496	-	4,496	369	3,785	144	126	-	-	29	43
Comp. Property/liability	34,669	20,969	13,700	2,998	5,928	1,073	976	1,029	1,040	287	369
Membership Dues	38,587	1,288	37,299	671	705	132	118	-	-	29	35,644
Other Expenditures	89,267	60,634	28,433	5,568	11,393	1,515	2,804	4,775	1,478	328	572
	13,643,262	1,491,419	12,151,843	2,752,640	5,013,111	1,140,938	947,061	209,908	236,467	452,963	1,398,755
Admin. Allocation	-	(1,491,419)	1,491,419	337,836	615,269	140,030	116,234	25,763	29,022	55,593	171,672
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 13,643,262</b>	<b>\$ -</b>	<b>\$ 13,643,262</b>	<b>\$ 3,090,476</b>	<b>\$ 5,628,380</b>	<b>\$ 1,280,968</b>	<b>\$ 1,063,295</b>	<b>\$ 235,671</b>	<b>\$ 265,489</b>	<b>\$ 508,556</b>	<b>\$ 1,570,427</b>

**LAKES REGION MENTAL HEALTH CENTER, INC.**  
**Board of Directors Listing**  
**April, 2020**

President	Jannine	Sutcliffe
Vice President	Gail	Mears
Co-Treasurer	Ed	McFarland
Co-Treasurer	Matt	Soza
Secretary	Susan	Stearns
Member at Large	Marsha	Bourdon
Member at Large	Marlin	Collingwood
Member at Large	Peter	Minkow
Member at Large	Laura	LeMien
Member at Large	Deborah	Pendergast
Member at Large	Seifu	Ragassa
Member at Large	James	Stapp
Member at Large	Rev. Judith	Wright

Margaret M. Pritchard, BS, MS

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

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

**2007-Present**

*Chief Executive Officer*

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

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

**Community Partners, Dover**

**2001-2007**

*Chief Operating Officer*

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

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

**Genesis Behavioral Health, Laconia, NH (Known now as LRMHC - see above)**

**2000-2001**

*Director, Clinical Operations*

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

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

**1994-2000**

*Director, Community Support Program*

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

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

**Greater Manchester Mental Health Center, Manchester, NH****1992-1994****Director, Emergency Services**

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

- o Managed the 24-hour emergency care and psychiatric assessments
- o Provided crisis intervention and emergency care to people in acute distress
- o Recruited, trained and supervised department personnel
- o Liaison to local police, hospitals, homeless shelters and refugee centers

**Manager: Crisis Care Unit/SRO/Respite Care/Shared Apartment Program****1982-1985**

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

**Community Council of Nashua, Nashua, NH****1989-1992****Director, Community Education (Known now as The Greater Nashua MHC & Community Council)**

Established in 1920 as a welfare office and then as a community mental health center in 1967. This was a newly created position which focused on building community bridges with the organization.

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

**NE Non-Profit Housing, Manchester, NH****1986-1989****Social Worker**

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

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

**Region IV Area Agency, Concord****1986****Case Manager**

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

- o Developed and monitored treatment plans for 25 developmentally disabled adults

**Education:** 1998-2000 New England College Henniker, NH  
MS Community Mental Health Counseling  
1996 Graduated NH Police Standards & Training  
Part-time Police Officer  
1977-1981 SUNY Brockport Brockport, NY  
BS Social Work

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

# Sunshine S. Fisk

## EXPERIENCE

Lakes Region Community College  
Laconia, NH

2015-Present

*Chief Financial Officer*

- Supervisory responsibility for Business Services and Stock Control
- Responsible for annual budget process for over 60 cost centers
- Instituted monthly financial reporting for leadership and quarterly reporting to College Advisory Board
- Presentations to college campus on the financial outlook and strategic financial initiatives
- Chair of Professional Development Committee

Riverbend Community Mental Health, Inc.  
Concord, NH

2005-2015

*Controller*

- Supervisory responsibility (A/P, General Ledger & Cash)
- Responsible for General Ledger (2013) & Fixed Asset (2008) software conversions
- State of New Hampshire, Concord Hospital and additional external reporting including bank covenants
- Detailed and extensive budgeting for over 17 Cost Centers and \$21 million
- Revenue forecast & strategic modeling for Managed Medicaid case rate implementation
- Annual audit coordination for three companies and 990/1065 Tax reporting review
- Internal Instructor for Beginner and Intermediate Excel
- Financial statements & Ad Hoc reporting for Board of Directors and Senior Management

Easter Seals New Hampshire, Inc.  
Manchester, NH

2004-2005

*Assistant Controller*

- Grant Administration for several New Hampshire grants
- Consolidated Inter/Intra company Financial Statement preparation and analysis
- Tax Reporting, NH Charitable Trust Reports and Insurance Review
- Banking compliance, Debt Covenant Reporting and Banking Relations
- Quarterly and monthly Ad Hoc reporting for Board of Directors and Senior Management
- Responsible for department restructure, staffing, internal controls and supervising NH/VT/ME Accounting

General Growth Properties, Inc.  
Chicago, Illinois

1998-2004

*Senior Accountant*-Natick Mall, Natick, Massachusetts

- Financial Statement preparation for over \$30 million in annual revenues
- Forecasting, input and analysis for R24 budget used for SEC Reporting
- Monthly variance analysis of financial statements and occupancy levels for executive management
- Saved company over \$50K annually through recovery analysis on tenant CAM & escrow accounts
- Supervisory responsibility (Cash, A/P, A/R & G/L)
- Weekend Property Management Responsibility
- Internship Coordinator

*Accountant I & II*-Steeplegate Mall, Concord, New Hampshire

- Maintain the financial documentation of the mall gift certificate program
- Settlement reconciliations for tenant escrow accounts; taxes, utilities and other charges
- Assist in internal audits for Sarbanes-Oxley compliance and review annual tenant audits for billing
- Received a bonus for excellence in collections by decreasing receivables to less than .005

## ADDITIONAL EXPERIENCE EDUCATION

Wil-Sun Fisk Properties, LLC

Tilton, New Hampshire

2009-Present

*Owner*

Master's of Business Administration

Southern New Hampshire University, Manchester, New Hampshire

Master's of Science Accounting

Southern New Hampshire University, Manchester, New Hampshire

## COMPUTER SKILLS MEMBERSHIPS

Excel, Solomon, Quicken/Quick Books Pro, Management Reports International (MRI), Power Point, JD Edwards, DYNA Budget Software, Depreciation Works, PeopleSoft, CMHC, Quantum and Icentrix  
Zonta Club of Concord, 2005 Concord Monitor Tilton-Northfield Town Crier Writer, Leadership Greater Concord Graduate & Steering Committee Member, Sanbornton Central School PTO, Tilton-Northfield Little League Treasurer



## Curriculum Vitae

# Vladimir Jelnov, MD

Phone: Home:

Cell:

Email:

### Summary of expertise:

Fifteen years of clinical experience as a psychiatrist (Russia).

Seven years of supervision, training and program coordination experience.

Six years experience in USA (including four year residency program)

### EDUCATION

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

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

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

Novosibirsk Municipal Department of Mental Health	Senior Supervisor for Psychotherapy Division	02/84 - 12/87
Center for Psychological Help Novosibirsk	Clinical Director, evaluation & treatment adults with mental problems; clinical and administrative supervision for staff, program development, training and education.	12/87 - 04/93
Private practice, Novosibirsk, Russia	Psychiatric drug therapy and individual and group psychotherapy for adults	10/90-3/93
State University, Novosibirsk, Russia	Assistant Professor; Mental Health setting: theory and practice	9/90-3/92
New Hope Guild Mental Health Center, NYC	Senior counselor	10/96-3/98
Christ Hospital/International Institute of N.J., counseling center Jersey City, NJ	Clinical Director; clinical and administrative supervision for staff, program development, training and education	3/97- 6/03
Jersey City Medical Center Psychiatric Emergency Room, Jersey City, NJ	Part time, Senior primary therapist	3/01-10/01
Coney Island Hospital, Brooklyn, NY	Attending psychiatrist; psychiatric emergency room	09/07-1/08
Jersey City Medical Center Jersey City, NJ	Attending psychiatrist, inpatient unit	11/07-present

## CURRICULUM VITAE

**Name:** Mark William Wagner, M.D.

**Birth Date:** January 1, 1963

**Home Address:** [REDACTED]

**Phone:** [REDACTED]

**Office Address:** [REDACTED]

**Phone:** [REDACTED]

**Fax:** [REDACTED]

### Citizenship and/or Visa Information:

### Education:

Institution/Location	Years	Degree/Date	Field of Study
Ohio University, Athens, OH	9/81-6/85	B.S. / 6/85	
University of Cincinnati, Cincinnati, OH	9/85-689	M.D. / 6/89	Medicine

### Internship:

Medical University of South Carolina, Charleston, SC	7/89-6/90
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### Residencies or Post Doctoral:

Medical University of South Carolina, Charleston, SC	7/90-6/93	Psychiatry
Medical University of South Carolina, Charleston, SC	7/92-6/94	Child Psychiatry

### Specialty/Board Certification:

American Board of Psychiatry and Neurology	January 1995
General Psychiatry	
American Board of Psychiatry and Neurology	December 1998
Child and Adolescent Psychiatry	
General Psychiatry	September 2005
Recertified	
American Board of Psychiatry and Neurology	September 2008
Child and Adolescent Psychiatry	
Recertified	

### Licensure:

South Carolina License	15073
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### Military Service:

N/A

## CURRICULUM VITAE

Mark William Wagner, M.D.

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### Faculty Appointments (Begin with initial appointment):

Years	Rank	Institution	Department
1993-94	Clinical Instructor	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1994-95	Clinical Assistant Professor	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
1995-Present	Assistant Professor	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences
2011-Present	Associate Professor	Medical University of South Carolina	Department of Psychiatry and Behavioral Sciences

### Administrative Appointments:

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

### Hospital Appointments/Privileges:

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

### Other Experience:

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

## CURRICULUM VITAE

Mark William Wagner, M.D.

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

#### National Societies

1992–Present American Academy of Child and Adolescent Psychiatry

#### Local Societies

1992–Present South Carolina Academy of Child and Adolescent Psychiatry

### Editorial Positions:

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

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

#### As Co-Investigator

1999–2001 Co-Investigator: "Sertraline in Children and Adolescents with Major Depressive Disorder."  
1998–2000 Co-Investigator: "Response to Stimulant Medication in Traumatized versus Nontraumatized Children with Attention Deficit Disorder."  
1998–2001 Co-Investigator: "A Multi-Center, Double-Blind, Placebo-Controlled Trial of Nefazodone in Depressed Adolescents."  
1994 Co-Investigator, Poster Presentation: "Co-morbid Substance Abuse in Adolescents with Psychiatric Disorders."

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

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

### Academic Committee Activities :

#### University

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

## CURRICULUM VITAE

Mark William Wagner, M.D.

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### Department

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

### Division

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

### Major Teaching Responsibilities (Current):

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

### Major Clinical Interests and Responsibilities:

1995-2009	Inpatient Child and Adolescent Attending <ul style="list-style-type: none"><li>• Oversee the treatment of children up to age thirteen years old for crisis stabilization of psychiatric disorders</li><li>• Supervision of treatment team including medical students, residents, fellows, social workers, and teachers in the delivery of care to patients and families</li><li>• Ongoing development of programs for inpatient treatment of children and adolescents including family/patient education and parenting skills groups</li></ul>
1995-Present	Outpatient Child and Adolescent Attending <ul style="list-style-type: none"><li>• Provide medication management, individual therapy, and family therapy in outpatient setting for children, adolescents, and adults</li><li>• Provide clinical supervision of psychiatry residents and child and adolescent fellows for children and adolescent outpatient population and medication</li></ul>

## CURRICULUM VITAE

Mark William Wagner, M.D.

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

### Publications:

#### Peer Reviewed Journal Articles:

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

#### Non- Peer Reviewed:

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

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

#### Chapters in Scholarly Books and Monographs:

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

## CHRISTOPHER BURNS, MS PMHNP-BC

### OBJECTIVE

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

### EDUCATION

Columbia University School of Nursing, New York, NY

Master of Science, Psychiatric-Mental Health Nurse Practitioner

Oct., 2017

Subspecialty: Palliative and End-of-Life Care

Bachelor of Science in Nursing

June 2014 – May 2015

New York University, New York, NY

Master of Fine Arts in Acting

May 1996

Colorado College, Colorado Springs, CO

Bachelor of Arts in Comparative Literature

May 1990

### LICENSURE & CERTIFICATION

NPI: 1609237577

Registered Nurse Practitioner in Psychiatry, State of South Carolina

Pending

Registered Nurse Practitioner in Psychiatry, State of New York #F402298-1

Expiration Aug 2020

Registered Professional Nurse, State of New York #701918-1

Expiration June 2020

Registered Professional Nurse, State of New Jersey #26NR18322400

Expiration May 2019

Basic Life Support for Healthcare Providers, American Heart Association

Expiration Aug 2019

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

PMHNP Training and Residency Program

Oct. 1, 2017 to Oct. 2, 2018

(clinical leadership/advanced training 1800+hrs at completion) – Supervisors: Dr. Akeya Harrold, Dr. Jan York, Michelle Imlay PMHNP (RHJVAMC) and Dr. Joy Lauerer from the Medical University of South Carolina College of Nursing (MUSC CON).

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

### CLINICAL EXPERIENCE / Columbia University School of Nursing

Mt. Sinai – Adult Outpatient Psychiatry Clinic

Jan. 2017 – Aug. 2017

- Conducted psychiatric evaluations; developed working diagnoses, formulations, and treatment plans; tailored pharmacologic and psychotherapeutic approaches to each patient's unique needs; co-led 24-week DBT group focusing on emotional regulation and distress tolerance skills.

Pediatrics 2000 Washington Heights/Inwood, NYC

Sept. – Dec. 2016

- Co-facilitated family therapy for a single mother with 4 children under the age of 9 coping with loss of child, domestic violence, mental illness and substance use.

SAGE (Services and Advocacy for LGBT Elders)

Jan. 2016 – Aug. 2016

- Provided 41 individual psychotherapy sessions for an adult patient with schizophrenia.

White Plains Hospital, White Plains, NY

Summer 2016

- Nine Week Palliative Care and Pain Management Rotation.



**WORK HISTORY**

**SPOP (Service Program for Older People)** Oct. 2015 – Sept. 2016

- Registered Nurse, PROS (Personalized Recovery Oriented System): Performed focused physical assessments, PO and IM medication management, administration, and EMR documentation, symptom monitoring, patient education, led two wellness self-management groups.

**Columbia University School of Nursing**

Sept. 2015 - Present

- **Teaching Assistant:**
  - *Addressing Population Needs Health on a Global Scale (2 years)*  
Led class discussions, graded assignments, helped organize class structure.
  - *Pharmacology (2 years)* Proctored exams, ran study sessions, tutored.

• **Clinical Instructor: Nyack Hospital Psychiatric/Detox Unit**

Dec. 2016

**COMMUNITY ENGAGEMENT & VOLUNTEERISM**

**Nyumbani Village Orphanage, Kitui Province, Kenya**  
(1000 children and 100 elderly orphaned due to HIV)

Aug. 2016

- Performed preliminary program assessment with the professional staff to determine the mental health needs of the community; identify gaps in resources, and to recognize sources of strength. Presented poster at IFAP Research Symposium Sept. 2016.

**Quality Improvement Intervention, Mt. Sinai Hosp. Palliative Care Unit (NYC, NY)**

March 2016

- Implemented End-of-Life (EOL) Professional Caregiver Survey (EPCS) for assessing the palliative and EOL care-specific educational needs of multidisciplinary professionals.
- Provided nurse manager with actionable information about her nurses' educational deficits, with the goal to improve staff's comfort levels with EOL discussions, thereby improving patient and family care.

**William Randolph Hearst Program in the Prevention of Child Abuse and Neglect** Sept. 2015 - Feb. 2016

**HONORS AND AWARDS**

- Sigma Theta Tau International Honor Society (2015), Distinguished ETP Graduate Award (2015), CUSON Leadership Award (2015), Elise D. Fish '35 Nursing Scholar (2014, 2015), Milbank Foundation Scholarship for Palliative Care Studies (2016)

**PROFESSIONAL MEMBERSHIP**

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

**ADDITIONAL EXPERIENCE**

**Professional Actor**

June 1990 – May 2014

- Broadway, Off-Broadway, London's West End, Regional Theater, Television, Movies, Voiceovers and Commercials.
- Taught acting, stage combat and choreography and theater games for over 20 years in high schools, colleges and graduate programs.
- Developed course content and curriculum for private clients and students aged 15-40 years old.

**International Martial Arts Center, New York, NY**

Aug. 2008 – May 2014

- *Black Belt 1<sup>st</sup> Dan in Tae Kwon Do*, student and instructor

## CONTRACTOR NAME

### Key Personnel

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