



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

105 PLEASANT STREET, CONCORD, NH 03301  
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October 25, 2018

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

**REQUESTED ACTION**

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

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

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

**Greater Nashua Mental Health Center (Vendor ID# 154112)**

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

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

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

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| 2019              | 102-500731    | Contracts for Program Services | TBD             | \$526,784          |
|                   |               |                                | <i>Subtotal</i> | <i>\$526,784</i>   |
|                   |               |                                | <b>TOTAL</b>    | <b>\$1,039,880</b> |

**EXPLANATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

Area served: Manchester and Nashua

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

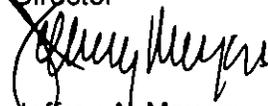
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner

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

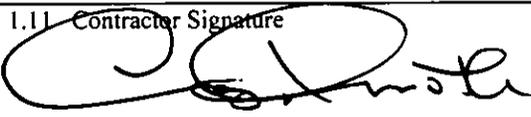
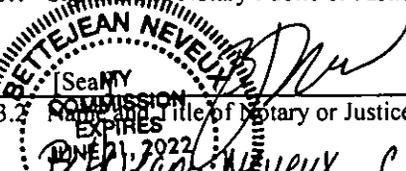
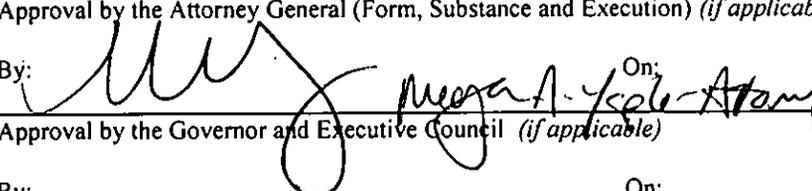
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|  |   |   |                                   |
|--|---|---|-----------------------------------|
| 1.1 State Agency Name<br>NH Department of Health and Human Services  |   | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857             |                                   |
| 1.3 Contractor Name<br>Greater Nashua Mental Health Center at Community Council  |   | 1.4 Contractor Address<br>100 West Pearl Street<br>Nashua, NH 03060                   |                                   |
| 1.5 Contractor Phone Number<br>603-889-6147  | 1.6 Account Number<br>05-095-092-922010-23400000-102-500731 | 1.7 Completion Date<br>June 30, 2019  | 1.8 Price Limitation<br>\$513,096 |
| 1.9 Contracting Officer for State Agency<br>Nathan D. White, Director<br>Bureau of Contracts and Procurement   |   | 1.10 State Agency Telephone Number<br>603-271-9631                                    |                                   |
| 1.11 Contractor Signature<br>  |   | 1.12 Name and Title of Contractor Signatory<br><i>CAROL D. AMORY, Pres. &amp; CEO</i> |                                   |
| 1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i><br>On <i>October 24, 2018</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |   |   |                                   |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br>   |   |   |                                   |
| 1.13.2 Name and Title of Notary Public or Justice of the Peace<br><i>Bette Jean Neveu, CFO</i>   |   |   |                                   |
| 1.14 State Agency Signature<br>   |   | 1.15 Name and Title of State Agency Signatory<br><i>Katja S Fox, Director</i>         |                                   |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____   |   |   |                                   |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: <i>10/30/18</i>  |   |   |                                   |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br>By: _____ On: _____   |   |   |                                   |

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



## Scope of Services

### 1. Provisions Applicable to All Services

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

### 2. Scope of Work

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



Exhibit A

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



Exhibit A

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



Exhibit A

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

2.7.1. Screen individuals for trauma, depression and substance use, medication misuse among youth, involvement or interest in employment and education, need for ACT services, desire for symptom management.

2.7.2. Provide evidence-based pharmacologic treatment for behavioral health conditions, based on screenings and assessments utilizing decision aids for youth, young adults and caregivers.

2.7.3. Develop wellness programs that include multiple options with health coaches to assist participants with selecting options that best match individual needs and interests. The Contractor shall ensure options include, but are not limited to:

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

2.7.3.1.1. Referrals to an appropriate medical provider for discussion and prescription of cessation pharmacotherapy;

2.7.3.1.2. Facilitated use of the New Hampshire Helpline telephone counseling service as well as online, text and application resources; and

2.7.3.1.3. Structured rewards program for participation and initiating abstinence.

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

2.7.3.2.1. Gym membership for twelve (12) months;

2.7.3.2.2. Meetings with a trained Health Mentor;

2.7.3.2.3. Weight Watchers membership for one (1) year;

2.7.3.2.4. Support for use of Weight Watchers; and

2.7.3.2.5. Structured rewards program for participation and initiating behavior change.

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

2.7.3.3.1. Obesity, fitness and nutrition motivational education for overweight individuals; and

2.7.3.3.2. Tobacco motivational education for tobacco users.



Exhibit A

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

### 3. Staffing

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



Exhibit A

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



Exhibit A

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

**4. Project Management**

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

**5. Training**

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



Exhibit A

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

## 6. Data Collection and Reporting

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



Exhibit A

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



Exhibit A

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

**7. Quality Improvement Activities**

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



Exhibit A

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

## 8. Deliverables

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

## 9. Baseline Performance Measurements

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



## Exhibit B

### Method and Conditions Precedent to Payment

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

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

**Exhibit B-1 Budget**

| Start Up Supplies - 1 time costs |  |   |          |              |
|----------------------------------|--|---|----------|--------------|
| Laptops                          |  | 8 | \$ 1,250 | \$ 10,000    |
| Docking Stations                 |  | 8 | \$ 250   | \$ 2,000     |
| Computer Cabling                 |  |   |          | \$ 500       |
| EKG                              |  | 1 | \$ 3,450 |              |
| AED                              |  | 1 | \$ 1,800 | \$ 1,800     |
| Adult Bariatric Scale            |  | 1 | \$ 1,500 | \$ 1,500     |
| Tympanic Thermometer             |  | 2 | \$ 317   |              |
| Stadiometer                      |  | 1 | \$ 235   | \$ 235       |
| Audimeter                        |  | 1 | \$ 1,500 |              |
| Vision Screener                  |  | 1 | \$ 2,810 |              |
| Pulse Ox                         |  | 2 | \$ 475   |              |
| Microscope                       |  | 1 | \$ 475   |              |
| Clinitek Status                  |  | 1 | \$ 670   |              |
| Glucose Testing                  |  | 1 | \$ 670   |              |
| Vaccine Freezer                  |  | 1 | \$ 870   |              |
| Breath carbon monoxide monitor   |  | 1 | \$ 2,000 | \$ 2,000     |
| Subtotal - Start Up Supplies     |  |   |          | \$ 18,035.00 |
| Total Supplies                   |  |   |          | \$ 26,657.00 |

| F: CONTRACT  |         |            |             |                |
|--|---------|------------|-------------|----------------|
| Name   | Service | Rate       | Other (FTE) | Cost State FY1 |
| Primary Care - NP/PA                                     | TBD     | \$ 100,000 | 0.15        | \$ 11,250      |
| RN - Care Coordinator                                    | TBD     | \$ 62,500  | 0.15        | \$ 7,031       |
| Medical Provider Vacation Coverage                       | TBD     | \$ 100,000 | 0.03        | \$ 2,250       |
| Medical Assistant  | TBD     | \$ 33,500  | 0.15        | \$ 3,769       |
| Medical Assistant Vacation Coverage                      | TBD     | \$ 33,500  | 0.03        | \$ 754         |
| Community Health Worker-Gen. & LGBT                      | TBD     | \$ 37,500  | 0.15        | \$ 4,219       |
| Community Health Worker-multi-lingual                    | TBD     | \$ 37,500  | 50%         | \$14,062.50    |
| Intake Staff   | TBD     | \$ 29,500  | 0.15        | \$ 3,319       |
| Evaluation contractor                                    |         |            |             | \$ 15,000      |
| Training/supervision contractor Enrollment & Rewards     |         |            |             | \$ 15,000      |
| Training/supervision contractor InSHAPE youth            |         |            |             | \$ 7,500       |
| Training/supervision contractor Minority                 |         |            |             | \$ 7,500       |
| Web-based Motivational education for tobacco and obesity |         |            |             | \$15,000.00    |
| IT Consultant for data extraction solution               |         |            |             | \$10,800.00    |
| Less 10% ramp up for Medical Staff year 1                |         |            |             | \$ (2,927)     |
| Total Contracts  |         |            |             | \$ 114,527     |

**G: CONSTRUCTION:**

| H: OTHER   |                   |             |                |          |
|--|-------------------|-------------|----------------|----------|
| Items  | Rate              |             | Cost State FY1 |          |
| Advertising / Promotions                             |                   |             |                | \$ 1,500 |
| Rewards Program                                      | 5 Year enrollment | 5 Year cost |                |          |
| Cessation rewards wk 1-wk4, wk 6,8,10,12 (\$30 each) | 70                | \$ 33,600   | \$             | 4,032    |
| Weight watchers                                      | 15 sessions       | 50          | \$ 24,000      | \$ 2,880 |
| Gym memberships                                      | 12 months         | 65          | \$ 9,750       | \$ 1,170 |

**Exhibit B-1 Budget**

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

*Promoting Integration of Primary and Behavioral Health Care*

**Budget Narrative File for State FY2019**

**Greater Nashua MHC**

**A: Personnel**

| Position   | Name                 | Annual Salary | Level of Effort | Cost State FY19     |
|--|----------------------|---------------|-----------------|---------------------|
| Site Project Director                                    | Dr. Cynthia Whitaker | \$ 70,000     | 100%            | \$52,500.00         |
| Behavior Change Clinician                                | TBD                  | \$ 46,000     | 100%            | \$34,500.00         |
| Behavior Change Clinician Coverage                       | TBD                  | \$ 46,000     | 6%              | \$2,070.00          |
| Health Mentor  | TBD                  | \$ 37,500     | 25%             | \$7,031.25          |
| Health Mentor Coverage                                   | TBD                  | \$ 37,500     | 6%              | \$1,687.50          |
| Community Outreach Worker--Deaf Beh. Health (State-wide) | TBD                  | \$ 37,500     | 60%             | \$16,875.00         |
| Interpreter--ASL (Deaf)                                  | TBD                  | \$ 50,000     | 40%             | \$15,000.00         |
| Interpreter--Other Lang.                                 | TBD                  | \$ 50,000     | 10%             | \$3,750.00          |
| IT Staff   | TBD                  | \$ 100,000    | 10%             | \$7,500.00          |
| Data Entry Admin Support                                 | TBD                  | \$ 35,000     | 50%             | \$13,125.00         |
| Evaluator/Interviewer                                    | TBD                  | \$ 45,000     | 100%            | \$33,750.00         |
| Consumer expert advisor- Youth                           | TBD                  | \$ 35,000     | 10%             | \$2,625.00          |
| Consumer expert advisor- Young Adult                     | TBD                  | \$ 35,000     | 10%             | \$2,625.00          |
| Consumer expert advisor - Young Adult                    | TBD                  | \$ 35,000     | 10%             | \$2,625.00          |
| Less 10% Ramp up 1st Year                                |                      |               |                 | -\$19,566.38        |
| <b>Total Personnel</b>                                   |                      |               |                 | <b>\$176,097.38</b> |

**B. Fringe Benefits**

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

**JUSTIFICATION:** Fringe reflects current percentage of payroll Taxes and Benefits

**C: Travel**

| Item                | Quantity          | Rate     | Cost              |
|---------------------|-------------------|----------|-------------------|
| Mileage             | Local 3,000 miles | \$ 0.535 | \$ 1,203.75       |
| <b>Total Travel</b> |                   |          | <b>\$1,203.75</b> |

**D: EQUIPMENT**

| Items-               | Quantity | Rate     | Cost |
|----------------------|----------|----------|------|
| Vaccine Refrigerator | 0        | \$ 6,550 | \$0  |

**E: SUPPLIES**

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

**Exhibit B-1 Budget**

|  |             |     |   |        |    |            |
|--|-------------|-----|---|--------|----|------------|
| Fitness participation rewards  | 12 sessions | 65  | \$                                      | 23,400 | \$ | 2,808      |
| Quitline participation rewards   |             | 65  | \$                                      | 5,850  | \$ | 702        |
| Tobacco education participation rewards  |             | 125 | \$                                      | 3,750  | \$ | 450        |
| Obesity education participation rewards  |             | 125 | \$                                      | 3,750  | \$ | 450        |
| <b>Other startup costs</b>   |             |     |   |        |    |            |
| Legal costs to review documents for CMHC / FQHC contract, shared client releases, etc. |             |     |   |        |    | \$4,000.00 |
| Total Other without startup  |             |     |   |        | \$ | 17,992     |
| Total Other with startup   |             |     |   |        | \$ | 17,992     |
| Total Direct Costs   |             |     |   |        | \$ | 385,784    |
| Indirect Costs   |             |     | Rate - 35% applied to non startup costs |        | \$ | 127,312    |
| <b>Total Greater Nashua MHC</b>  |             |     |   |        | \$ | 513,096.00 |

Exhibit B-1 Budget

Contractor Initials CA

SS-2019-DBH-02-PROHE-02

Date 10-24-18

CA  
10-24-18

ORIGINAL

NONPROFIT RATE AGREEMENT

EIN: 02-0222121

DATE: 03/14/2012

ORGANIZATION:

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

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

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

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**SECTION I: INDIRECT COST RATES**

RATE TYPES:      FIXED              FINAL              PROV. (PROVISIONAL)      PRED. (PREDETERMINED)

EFFECTIVE PERIOD

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

\*BASE

Direct salaries and wages including all fringe benefits.

ORGANIZATION: Community Council of Nashua, NH  
AGREEMENT DATE: 03/14/2012

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SECTION II: SPECIAL REMARKS

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TREATMENT OF FRINGE BENEFITS:

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

TREATMENT OF PAID ABSENCES

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

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

ORGANIZATION: Community Council of Nashua, NH

AGREEMENT DATE: 03/14/2012

**SECTION III: GENERAL**

**A. LIMITATIONS.**

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

**B. ACCOUNTING CHANGES.**

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

**C. FIXED RATES.**

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

**D. USE BY OTHER FEDERAL AGENCIES.**

The rates in this Agreement were approved in accordance with the authority in Office of Management and Budget Circular A-122 Circular, and should be applied to grants, contracts and other agreements covered by this Circular, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

**E. OTHER.**

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

BY THE INSTITUTION:

Community Council of Nashua, NH

(INSTITUTION)

(SIGNATURE)

(NAME)

(TITLE)

(DATE)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)

(SIGNATURE)

Robert I. Aaronson

(NAME)

Director, Northeastern Field Office

(TITLE)

3/14/2012

(DATE) 1342

HHS REPRESENTATIVE:

Jeffrey Warren

Telephone:

(212) 264-2069



### SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO STANDARD CONTRACT LANGUAGE**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

**2. Revisions to Exhibit C, Special Provisions**

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

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



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

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

### 3. Renewal

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



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

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

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

Contractor Name:

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

10-24-18  
Date



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Contractor Name:

Name: Craig D. Smith  
Title: Pres. & COO.

10-24-18  
Date



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

10-24-18  
Date

Contractor Name:

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

Contractor Initials CA

Date 10-24-18



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

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

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

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

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

Exhibit G

Contractor Initials CA

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

10-24-18  
Date

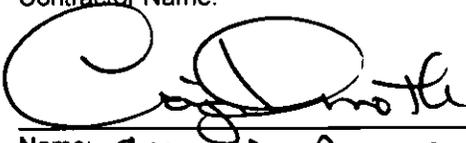
Contractor Name:  
  
Name: Cesar D. Amorin  
Title: Pres. & CEO

Exhibit G

Contractor Initials CA

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

Name: CRAIG B. AMOS  
Title: Pres. & CEO

10-24-18  
Date



Exhibit I

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

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

10/30/18  
Date

Greystone Nashua Mental Health  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

CRAIG D. AMORH  
Name of Authorized Representative

Pres. & CEO  
Title of Authorized Representative

10-24-18  
Date



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

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

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

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

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

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

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

Contractor Name:

Name: Craig A. Amott  
Title: Pres. & CEO

10-24-18  
Date



**FORM A**

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

1. The DUNS number for your entity is: 081249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

       NO                             YES

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

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

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

       NO                             YES

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

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

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

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



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



Exhibit K

DHHS Information Security Requirements

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

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

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

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

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



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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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



Exhibit K

DHHS Information Security Requirements

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

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

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

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

A. Retention

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



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.).



Exhibit K

DHHS Information Security Requirements

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



Exhibit K

DHHS Information Security Requirements

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

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



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



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**State of New Hampshire  
Department of State**

RENEWAL CERTIFICATE OF REGISTERED TRADE NAME

OF

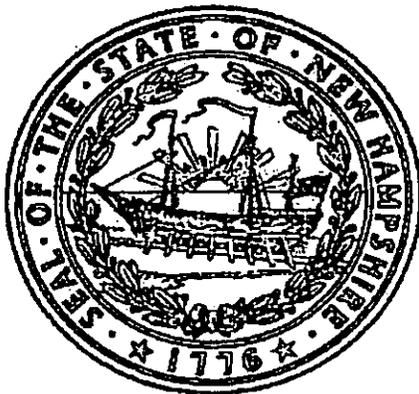
**GREATER NASHUA MENTAL HEALTH CENTER AT COMMUNITY COUNCIL**

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

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

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

Business ID: **604020**



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

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

William M. Gardner  
Secretary of State

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63050

Certificate Number: 0004194379



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of October A.D. 2018.

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

William M. Gardner  
Secretary of State

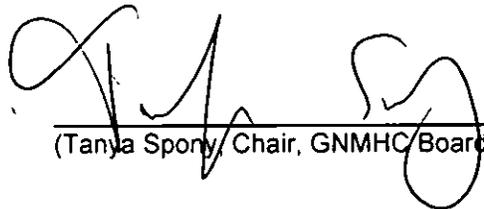
**CERTIFICATE OF VOTE**  
**ProHealth Contract (SS-2019-DBH-02-PROHE-02)**

I, Tanya Spony, Chair of the Board of Directors at GNMHC, am a duly elected Officer of Greater Nashua Mental Health Center (GNMHC).

The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of GNMHC which held an authorized vote of the Executive Committee on behalf of the Agency on 10/24/18 (Date)

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

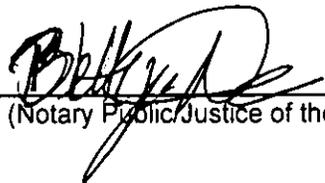
The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 24 day of October, 2018.  
(Date Contract Signed)

  
\_\_\_\_\_  
(Tanya Spony, Chair, GNMHC Board of Directors)

STATE OF NEW HAMPSHIRE  
County of Hillsborough

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of Oct, 2018.



  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

Commission Expires: June 21, 2022





# Greater Nashua Mental Health Center

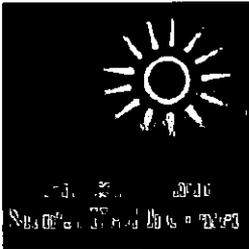
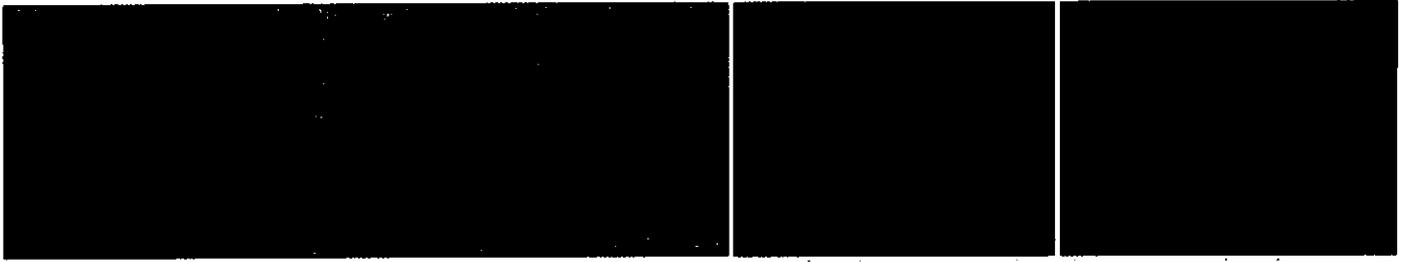
*at Community Council*

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Mission Statement of Community Council of Nashua NH, dba Greater Nashua Mental Health Center at Community Council:

***Empowering people to lead full and satisfying lives through effective treatment and support***





**FINANCIAL STATEMENTS**

**June 30, 2017 and 2016**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center (the Organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities and changes in net assets, functional revenue and expenses and cash flows for the year then ended, and the related notes to the financial statements.

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

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

### **Auditor's Responsibility**

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

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

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization, as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

**Other Matter**

*Report on Summarized Comparative Information and Audit of the Financial Statements as of and for the Year Ended June 30, 2016*

The financial statements of the Organization as of and for the year ended June 30, 2016 were audited by other auditors whose report dated January 13, 2017, expressed an unmodified opinion on those statements. The summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent in all material respects with the audited financial statements from which it has been derived.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 25, 2017

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

**Statement of Financial Position**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

|  | <u>2017</u>         | <u>2016</u>         |
|--|---------------------|---------------------|
| <b>ASSETS</b>  |                     |                     |
| Cash and cash equivalents  | \$ 744,554          | \$ 616,569          |
| Accounts receivable, net of allowance for doubtful accounts and<br>contractuals of \$1,220,072 in 2017 and \$2,470,551 in 2016 | 1,325,615           | 1,227,692           |
| Investments  | 1,732,916           | 1,668,831           |
| Prepaid expenses   | 191,365             | 165,761             |
| Property and equipment, net  | <u>2,830,369</u>    | <u>2,945,707</u>    |
| Total assets   | <u>\$ 6,824,819</u> | <u>\$ 6,624,560</u> |
| <b>LIABILITIES AND NET ASSETS</b>  |                     |                     |
| Liabilities  |                     |                     |
| Line of credit   | \$ 248,224          | \$ 1,000,000        |
| Accounts payable and accrued expenses  | 104,015             | 94,303              |
| Accrued payroll and related activities   | 361,457             | 313,330             |
| Accrued vacation   | 315,145             | 323,840             |
| Deferred revenue   | -                   | 206,580             |
| Notes payable  | 1,641,114           | 1,728,828           |
| Capital lease obligation   | <u>37,304</u>       | <u>72,386</u>       |
| Total liabilities  | <u>2,707,259</u>    | <u>3,739,267</u>    |
| Net assets   |                     |                     |
| Unrestricted   | 3,867,763           | 2,714,890           |
| Temporarily restricted   | 129,553             | 71,810              |
| Permanently restricted   | <u>120,244</u>      | <u>98,593</u>       |
| Total net assets   | <u>4,117,560</u>    | <u>2,885,293</u>    |
| Total liabilities and net assets   | <u>\$ 6,824,819</u> | <u>\$ 6,624,560</u> |

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

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

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

**Year Ended June 30, 2017  
(With Comparative Totals for Year Ended June 30, 2016)**

|   | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>2017</u>         | <u>2016</u>         |
|---|---------------------|-----------------------------------|-----------------------------------|---------------------|---------------------|
| <b>Revenues and support</b>   |                     |                                   |                                   |                     |                     |
| Program service fees, net   | \$ 10,917,069       | \$ -                              | \$ -                              | \$ 10,917,069       | \$ 10,124,641       |
| New Hampshire Bureau of Behavioral Health                                   | 1,273,645           | -                                 | -                                 | 1,273,645           | 1,038,848           |
| Federal grants  | 628,694             | -                                 | -                                 | 628,694             | 464,276             |
| Rental income   | 18,347              | -                                 | -                                 | 18,347              | 40,494              |
| Contribution and support  | 97,510              | -                                 | -                                 | 97,510              | 84,880              |
| Other   | <u>12,922</u>       | <u>-</u>                          | <u>-</u>                          | <u>12,922</u>       | <u>35,226</u>       |
| Total revenues and support  | <u>12,948,187</u>   | <u>-</u>                          | <u>-</u>                          | <u>12,948,187</u>   | <u>11,788,365</u>   |
| <b>Expenses</b>   |                     |                                   |                                   |                     |                     |
| Program services  |                     |                                   |                                   |                     |                     |
| Children's services   | 1,598,231           | -                                 | -                                 | 1,598,231           | 2,005,667           |
| Elderly services  | 582,887             | -                                 | -                                 | 582,887             | 535,282             |
| Intake/placement services   | 161,959             | -                                 | -                                 | 161,959             | 90,594              |
| Crisis response   | 183,574             | -                                 | -                                 | 183,574             | 204,951             |
| Vocational services   | 3,151               | -                                 | -                                 | 3,151               | 221,745             |
| Nonspecialized outpatient   | 597,290             | -                                 | -                                 | 597,290             | 1,062,164           |
| Multi-service team  | 4,394,118           | -                                 | -                                 | 4,394,118           | 3,960,815           |
| Assertive community treatment   | 1,262,217           | -                                 | -                                 | 1,262,217           | 973,342             |
| Independent housing   | 215,020             | -                                 | -                                 | 215,020             | 871,049             |
| Substance abuse   | -                   | -                                 | -                                 | -                   | 458,675             |
| Other   | <u>719,080</u>      | <u>-</u>                          | <u>-</u>                          | <u>719,080</u>      | <u>474,376</u>      |
| Total program services  | 9,717,527           | -                                 | -                                 | 9,717,527           | 10,858,660          |
| General and administrative  | <u>2,104,472</u>    | <u>-</u>                          | <u>-</u>                          | <u>2,104,472</u>    | <u>1,388,975</u>    |
| Total expenses  | 11,821,999          | -                                 | -                                 | 11,821,999          | 12,247,635          |
| Income (loss) from operations   | <u>1,126,188</u>    | <u>-</u>                          | <u>-</u>                          | <u>1,126,188</u>    | <u>(459,270)</u>    |
| <b>Other income</b>   |                     |                                   |                                   |                     |                     |
| Investment income, net  | 23,549              | 3,285                             | 473                               | 27,307              | 36,680              |
| Realized and unrealized gains on investments                                | <u>67,933</u>       | <u>9,476</u>                      | <u>1,363</u>                      | <u>78,772</u>       | <u>21,008</u>       |
| Total other income  | <u>91,482</u>       | <u>12,761</u>                     | <u>1,836</u>                      | <u>106,079</u>      | <u>57,688</u>       |
| Excess (deficiency) of revenues, and support and other income over expenses | 1,217,670           | 12,761                            | 1,836                             | 1,232,267           | (401,582)           |
| Reclassification of net assets  | <u>(64,797)</u>     | <u>44,982</u>                     | <u>19,815</u>                     | <u>-</u>            | <u>-</u>            |
| Total change in net assets  | 1,152,873           | 57,743                            | 21,651                            | 1,232,267           | (401,582)           |
| Net assets, beginning of year   | <u>2,714,890</u>    | <u>71,810</u>                     | <u>98,593</u>                     | <u>2,885,293</u>    | <u>3,286,875</u>    |
| Net assets, end of year   | <u>\$ 3,867,763</u> | <u>\$ 129,553</u>                 | <u>\$ 120,244</u>                 | <u>\$ 4,117,560</u> | <u>\$ 2,885,293</u> |

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

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

Statement of Functional Revenues and Expenses

Year Ended June 30, 2017

|   | <u>Children and<br/>Adolescents</u> | <u>Elderly<br/>Services</u> | <u>Intake</u>    | <u>Emergency<br/>Services<br/>Assessment</u> | <u>Vocational<br/>Services</u> | <u>Non-<br/>Specialized<br/>Outpatient</u> | <u>Multiservice<br/>Team</u> | <u>Assertive<br/>Community<br/>Treatment</u> | <u>Independent<br/>Housing</u> | <u>Other</u>      | <u>Total<br/>Programs</u> | <u>Total<br/>Administration</u> | <u>Total<br/>Agency</u> |
|---|-------------------------------------|-----------------------------|------------------|--|--------------------------------|--|------------------------------|--|--------------------------------|-------------------|---------------------------|---------------------------------|-------------------------|
| Program service fees, net<br>New Hampshire Bureau of<br>Behavioral Health | \$ 2,503,059                        | \$ 838,124                  | \$ 55,502        | \$ 155,912                                   | \$ -                           | \$ 663,618                                 | \$ 5,221,395                 | \$ 1,268,575                                 | \$ (5,744)                     | \$ 226,728        | \$ 10,917,069             | \$ -                            | \$ 10,917,069           |
| Federal grant   | 5,739                               | -                           | -                | 61,907                                       | -                              | -  | 367,712                      | 643,910                                      | 182,920                        | 11,467            | 1,273,645                 | -                               | 1,273,645               |
| Rental income   | -                                   | -                           | -                | -  | -                              | -  | 40,297                       | -  | 31,658                         | 546,701           | 618,656                   | 10,038                          | 628,694                 |
| Contribution and support  | 1,500                               | -                           | -                | -  | -                              | -  | 422                          | -  | 18,347                         | -                 | 18,347                    | -                               | 18,347                  |
| Other   | -                                   | -                           | -                | -  | 2,210                          | -  | 1                            | -  | 1,190                          | 7,695             | 3,112                     | 94,398                          | 97,510                  |
|   | <u>2,510,298</u>                    | <u>838,124</u>              | <u>55,502</u>    | <u>217,819</u>                               | <u>2,210</u>                   | <u>663,618</u>                             | <u>5,629,827</u>             | <u>1,912,485</u>                             | <u>227,181</u>                 | <u>793,671</u>    | <u>12,840,635</u>         | <u>213,631</u>                  | <u>13,054,266</u>       |
| General and administrative<br>allocation                                  | <u>42,322</u>                       | <u>1,499</u>                | <u>993</u>       | <u>3,897</u>                                 | <u>40</u>                      | <u>11,691</u>                              | <u>100,714</u>               | <u>34,213</u>                                | <u>4,064</u>                   | <u>14,198</u>     | <u>213,631</u>            | <u>(213,631)</u>                | <u>-</u>                |
| Total revenue and<br>support and other<br>income                          | <u>\$ 2,552,620</u>                 | <u>\$ 839,623</u>           | <u>\$ 56,495</u> | <u>\$ 221,716</u>                            | <u>\$ 2,250</u>                | <u>\$ 665,209</u>                          | <u>\$ 5,730,541</u>          | <u>\$ 1,946,698</u>                          | <u>\$ 231,245</u>              | <u>\$ 807,869</u> | <u>\$ 13,054,266</u>      | <u>\$ -</u>                     | <u>\$ 13,054,266</u>    |

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

**Statement of Functional Revenues and Expenses (Concluded)**

**Year Ended June 30, 2017**

|  | <u>Children and<br/>Adolescents</u> | <u>Elderly<br/>Services</u> | <u>Intake</u> | <u>Emergency<br/>Services<br/>Assessment</u> | <u>Vocational<br/>Services</u> | <u>Non-<br/>Specialized<br/>Outpatient</u> | <u>Multiservice<br/>Team</u> | <u>Assertive<br/>Community<br/>Treatment</u> | <u>Independent<br/>Housing</u> | <u>Other</u> | <u>Total<br/>Programs</u> | <u>Total<br/>Administration</u> | <u>Total<br/>Agency</u> |
|--|-------------------------------------|-----------------------------|---------------|--|--------------------------------|--|------------------------------|--|--------------------------------|--------------|---------------------------|---------------------------------|-------------------------|
| Total revenue and support and other income | \$ 2,552,620                        | \$ 839,623                  | \$ 56,495     | \$ 221,716                                   | \$ 2,250                       | \$ 666,209                                 | \$ 5,730,541                 | \$ 1,946,698                                 | \$ 231,245                     | \$ 807,869   | \$ 13,054,266             | \$ -                            | \$ 13,054,266           |
| Expenses                                   |                                     |                             |               |  |                                |  |                              |  |                                |              |                           |                                 |                         |
| Salaries and wages                         | 1,135,668                           | 394,733                     | 124,553       | 161,697                                      | 2,817                          | 336,729                                    | 2,849,142                    | 825,038                                      | 56,699                         | 522,877      | 6,399,753                 | 1,144,197                       | 7,643,950               |
| Employee benefits                          | 130,945                             | 42,458                      | 13,948        | 1,214  | -                              | 7,808                                      | 359,473                      | 147,480                                      | 17,681                         | 45,931       | 766,938                   | 222,509                         | 989,447                 |
| Payroll taxes                              | 83,072                              | 28,908                      | 9,470         | 11,460                                       | 217                            | 25,432                                     | 206,464                      | 60,183                                       | 3,904                          | 39,127       | 468,227                   | 81,412                          | 549,639                 |
| Substitute staff                           | 4,258                               | 1,038                       | 294           | 412  | -                              | 772  | 11,128                       | 1,343  | -                              | 808          | 20,053                    | 22,917                          | 42,970                  |
| Accounting                                 | 8                                   | 1                           | -             | -  | -                              | 1  | 13                           | 1  | -                              | 1            | 25                        | 54,495                          | 54,520                  |
| Audit fees                                 | 4,729                               | 1,104                       | 375           | 239  | -                              | 810  | 12,162                       | 1,133  | -                              | 916          | 21,467                    | 8,920                           | 30,387                  |
| Legal fees                                 | 1,429                               | 354                         | 92            | 164  | -                              | 265  | 6,833                        | 1,962  | -                              | 269          | 10,368                    | 10,386                          | 20,754                  |
| Other professional fees                    | 41,974                              | 69,295                      | 2,626         | 3,206  | -                              | 162,409                                    | 363,348                      | 42,600                                       | -                              | 48,071       | 743,628                   | 25,814                          | 769,342                 |
| Journals and publications                  | 55                                  | 13                          | 4             | 4  | -                              | 10   | 142                          | 15   | -                              | 10           | 253                       | 69                              | 322                     |
| Conferences                                | 776                                 | 690                         | 7             | 5  | -                              | 191  | 770                          | 1,687  | -                              | 2,759        | 6,685                     | 2,118                           | 8,803                   |
| Rent                                       | (289)                               | (73)                        | (23)          | (22)   | -                              | (54)                                       | (797)                        | (104)  | -                              | 2,941        | 1,579                     | -                               | 1,579                   |
| Heating costs                              | 3,135                               | 787                         | 208           | 358  | -                              | 588  | 8,364                        | 1,135  | -                              | 600          | 15,176                    | 6,549                           | 21,724                  |
| Other utilities                            | 15,387                              | 3,901                       | 1,159         | 1,373  | -                              | 2,893                                      | 42,114                       | 5,583  | 84                             | 3,087        | 75,581                    | 20,798                          | 96,379                  |
| Maintenance and repairs                    | 17,707                              | 4,477                       | 1,298         | 1,679  | -                              | 3,327                                      | 48,184                       | 46,982                                       | -                              | 3,516        | 127,170                   | 28,358                          | 155,538                 |
| Other occupancy costs                      | 4,323                               | 1,050                       | 302           | 403  | -                              | 781  | 11,347                       | 1,339  | -                              | 822          | 20,367                    | 11,729                          | 32,096                  |
| Office                                     | 10,283                              | 2,651                       | 600           | 1,108  | 117                            | 2,288                                      | 32,394                       | 11,372                                       | -                              | 9,912        | 70,735                    | 24,160                          | 94,895                  |
| Building and household                     | 4,879                               | 1,234                       | 357           | 464  | -                              | 917  | 13,280                       | 1,770  | -                              | 4,275        | 27,176                    | 6,636                           | 33,812                  |
| Food                                       | 669                                 | 164                         | 55            | 107  | -                              | 121  | 2,018                        | 716  | -                              | 315          | 4,155                     | 4,790                           | 8,945                   |
| Advertising                                | 157                                 | 21                          | 29            | (64)   | -                              | 511  | 364                          | (81)   | -                              | 37           | 974                       | 1,246                           | 2,220                   |
| Printing                                   | 644                                 | 156                         | 33            | 34   | -                              | 429  | 3,929                        | 418  | -                              | 565          | 6,208                     | 2,026                           | 8,234                   |
| Communication                              | 22,997                              | 8,162                       | 1,382         | 3,310  | -                              | 3,905                                      | 74,482                       | 23,120                                       | 723                            | 6,609        | 144,690                   | 29,353                          | 174,043                 |
| Postage                                    | 1,689                               | 431                         | 137           | 122  | -                              | 318  | 4,702                        | 614  | -                              | 349          | 8,362                     | 2,263                           | 10,625                  |
| Staff                                      | 18,978                              | 14,384                      | 174           | 467  | -                              | 971  | 111,048                      | 22,014                                       | 192                            | 8,770        | 176,998                   | 9,264                           | 186,262                 |
| Client services                            | 6,832                               | 32                          | -             | -  | -                              | -  | 1,171                        | 42,140                                       | 135,837                        | 2,781        | 188,793                   | 100                             | 188,893                 |
| Malpractice insurance                      | 27,241                              | 6,909                       | 2,065         | 2,391  | -                              | 5,122                                      | 74,665                       | 9,885  | -                              | 5,480        | 133,758                   | 36,689                          | 170,347                 |
| Vehicle insurance                          | 652                                 | 165                         | 49            | 69   | -                              | 123  | 1,785                        | 237  | -                              | 131          | 3,201                     | 882                             | 4,083                   |
| Property and liability insurance           | 9,818                               | 2,489                       | 739           | 877  | -                              | 1,846                                      | 26,866                       | 3,562  | -                              | 1,969        | 48,166                    | 13,251                          | 61,417                  |
| Interest                                   | -                                   | -                           | -             | -  | -                              | 847  | -                            | -  | -                              | -            | 847                       | 108,027                         | 108,874                 |
| Depreciation                               | 20,306                              | -                           | -             | -  | -                              | 31,734                                     | 33,701                       | -  | -                              | -            | 85,741                    | 160,152                         | 245,893                 |
| Equipment rental                           | 5,210                               | 1,321                       | 393           | 463  | -                              | 979  | 14,263                       | 1,890  | -                              | 1,046        | 25,565                    | 7,909                           | 33,474                  |
| Equipment maintenance                      | 618                                 | 155                         | 40            | 72   | -                              | 116  | 1,641                        | 223  | -                              | 117          | 2,982                     | 10,487                          | 13,469                  |
| Membership dues                            | 6,617                               | 1,781                       | 364           | 552  | -                              | 1,976                                      | 14,904                       | 2,047  | -                              | 1,683        | 29,924                    | 13,228                          | 43,152                  |
| Other                                      | 17,474                              | 4,196                       | 1,229         | 1,631  | -                              | 3,115                                      | 45,218                       | 6,013  | -                              | 3,307        | 82,083                    | 33,828                          | 115,911                 |
| Total program expenses                     | 1,598,231                           | 582,887                     | 161,959       | 183,674                                      | 3,151                          | 597,290                                    | 4,394,118                    | 1,262,217                                    | 215,020                        | 719,080      | 9,717,527                 | 2,104,472                       | 11,821,999              |
| General and administrative                 | 405,565                             | 113,432                     | 30,354        | 48,717                                       | 1                              | 99,062                                     | 1,084,170                    | 192,672                                      | 8,422                          | 122,077      | 2,104,472                 | (2,104,472)                     | -                       |
| Total expenses                             | 2,003,796                           | 696,319                     | 192,313       | 232,291                                      | 3,152                          | 696,352                                    | 5,478,288                    | 1,454,889                                    | 223,442                        | 841,157      | 11,821,999                | -                               | 11,821,999              |
| Change in net assets                       | \$ 548,824                          | \$ 143,304                  | \$ (135,818)  | \$ (10,575)                                  | \$ (902)                       | \$ (31,143)                                | \$ 252,253                   | \$ 491,809                                   | \$ 7,803                       | \$ (33,288)  | \$ 1,232,267              | \$ -                            | \$ 1,232,267            |

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

**Statement of Cash Flows**

**Year Ended June 30, 2017  
(With Comparative Totals for Year Ended June 30, 2016)**

|   | <u>2017</u>       | <u>2016</u>       |
|---|-------------------|-------------------|
| Cash flows from operating activities  |                   |                   |
| Change in net assets  | \$ 1,232,267      | \$ (401,582)      |
| Adjustments to reconcile change in net assets to net cash provided (used) by operating activities |                   |                   |
| Depreciation and amortization   | 246,740           | 232,086           |
| Net realized and unrealized gains on investments  | (78,772)          | (21,008)          |
| Provision for bad debt  | 1,106,441         | 601,695           |
| Changes in operating assets and liabilities   |                   |                   |
| Accounts receivable   | (1,204,364)       | (965,307)         |
| Prepaid expenses  | (25,604)          | (121,418)         |
| Accounts payable and accrued expenses   | 9,712             | 159,479           |
| Accrued payroll and related expenses and vacation   | 39,432            | 102,407           |
| Deferred revenue  | <u>(206,580)</u>  | <u>206,580</u>    |
| Net cash provided (used) by operating activities  | <u>1,119,272</u>  | <u>(207,068)</u>  |
| Cash flows from investing activities  |                   |                   |
| Purchases of investments  | (536,716)         | (792,603)         |
| Proceeds from the sale of investments   | 551,403           | 979,391           |
| Purchase of property and equipment  | <u>(130,555)</u>  | <u>(99,066)</u>   |
| Net cash (used) provided by investing activities  | <u>(115,868)</u>  | <u>87,722</u>     |
| Cash flows from financing activities  |                   |                   |
| Net (repayment) borrowings on the line of credit  | (751,776)         | 300,000           |
| Principal payments on notes payable   | (88,561)          | (89,439)          |
| Proceeds from long-term borrowings  | -                 | 41,467            |
| Payments on capital lease obligations   | <u>(35,082)</u>   | <u>(29,325)</u>   |
| Net cash (used) provided by financing activities  | <u>(875,419)</u>  | <u>222,703</u>    |
| Net increase in cash and cash equivalents   | 127,985           | 103,357           |
| Cash and cash equivalents, beginning of year  | <u>616,569</u>    | <u>513,212</u>    |
| Cash and cash equivalents, end of year  | <u>\$ 744,554</u> | <u>\$ 616,569</u> |

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

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

**Organization**

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

**1. Summary of Significant Accounting Policies**

**Use of Estimates**

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

**Basis of Presentation**

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

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

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

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

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

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

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

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

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2016 financial statements, from which the summarized information was derived.

**Cash and Cash Equivalents**

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

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

**Accounts Receivable**

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

**Investments**

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

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

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

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

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

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

**Property and Equipment**

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

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

**Functional Allocation of Expenses**

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

**Income Taxes**

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2017 and 2016. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

**Reclassifications**

Certain amounts in the 2016 financial statements have been reclassified to conform to the current year's presentation.

**Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 25, 2017, which is the date that the financial statements were available to be issued.

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

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

**2. Program Service Fees and Concentrations of Credit Risk**

Program service fees are charged at established rates and recognized as services are rendered. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. Net revenues from managed care represented approximately 74% and 65% of the Organization's net program service fees for 2017 and 2016, respectively. Net revenues from the Medicaid program accounted for approximately 17% and 20% of the Organization's net program service fees for 2017 and 2016, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2017 and 2016 from those major sources is as follows:

|                               | <u>2017</u>              | <u>2016</u>              |
|-------------------------------|--------------------------|--------------------------|
| Private pay                   | \$ 1,070,603             | \$ 874,132               |
| Commercial insurance          | 322,958                  | 290,898                  |
| Medicaid                      | 2,546,817                | 2,781,132                |
| Medicare                      | 1,301,991                | 1,408,343                |
| Other payers                  | 438,909                  | 393,704                  |
| Managed Care                  | <u>12,886,961</u>        | <u>9,705,698</u>         |
|                               | <u>18,568,239</u>        | <u>15,453,907</u>        |
| Less: Contractual allowances  | (3,092,460)              | (3,437,775)              |
| Capitation adjustments        | (3,452,269)              | (1,289,796)              |
| Provision for bad debt        | <u>(1,106,441)</u>       | <u>(601,695)</u>         |
|                               | <u>(7,651,170)</u>       | <u>(5,329,266)</u>       |
| <br>Program service fees, net | <br><u>\$ 10,917,069</u> | <br><u>\$ 10,124,641</u> |

The increase in bad debt expense in 2017 as compared to 2016 is primarily due to collection trends.

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

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

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

|                        | <u>2017</u>  | <u>2016</u>  |
|------------------------|--------------|--------------|
| Private pay            | 61 %         | 77 %         |
| Blue Cross/Blue Shield | 1            | 1            |
| Medicaid               | 23           | 7            |
| Medicare               | 5            | 4            |
| Other                  | 3            | 1            |
| Managed care           | <u>7</u>     | <u>10</u>    |
|                        | <u>100 %</u> | <u>100 %</u> |

**3. Investments**

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

|                            | <u>2017</u>         | <u>2016</u>         |
|----------------------------|---------------------|---------------------|
| Common stocks              | \$ 558,516          | \$ 488,444          |
| Mutual funds               | 718,546             | 704,816             |
| U.S. Treasury bonds        | 343,841             | 294,900             |
| Corporate bonds            | 24,062              | 58,122              |
| Mortgage backed securities | <u>87,951</u>       | <u>122,549</u>      |
|                            | <u>\$ 1,732,916</u> | <u>\$ 1,668,831</u> |

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

**4. Fair Value of Financial Instruments**

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

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

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

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

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

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

|                            | <u>2017</u>         |                  |                     |
|----------------------------|---------------------|------------------|---------------------|
|                            | <u>Level 1</u>      | <u>Level 2</u>   | <u>Total</u>        |
| <u>Investments</u>         |                     |                  |                     |
| Common stock               | \$ 558,516          | \$ -             | \$ 558,516          |
| Mutual funds               | 718,546             | -                | 718,546             |
| U.S. Treasury bonds        | 343,841             | -                | 343,841             |
| Corporate bonds            | -                   | 24,062           | 24,062              |
| Mortgage-backed securities | <u>87,951</u>       | <u>-</u>         | <u>87,951</u>       |
|                            | <u>\$ 1,708,854</u> | <u>\$ 24,062</u> | <u>\$ 1,732,916</u> |
|                            |                     |                  |                     |
|                            | <u>2016</u>         |                  |                     |
|                            | <u>Level 1</u>      | <u>Level 2</u>   | <u>Total</u>        |
| <u>Investments</u>         |                     |                  |                     |
| Common stock               | \$ 488,444          | \$ -             | \$ 488,444          |
| Mutual funds               | 704,816             | -                | 704,816             |
| U.S. Treasury bonds        | 294,900             | -                | 294,900             |
| Corporate bonds            | -                   | 58,122           | 58,122              |
| Mortgage-backed securities | <u>122,549</u>      | <u>-</u>         | <u>122,549</u>      |
|                            | <u>\$ 1,610,709</u> | <u>\$ 58,122</u> | <u>\$ 1,668,831</u> |

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

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

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

**5. Property And Equipment**

Property and equipment consists of the following:

|                                  | <u>2017</u>         | <u>2016</u>         |
|----------------------------------|---------------------|---------------------|
| Land, buildings and improvements | \$ 4,983,891        | \$ 4,904,730        |
| Furniture and equipment          | 263,330             | 232,803             |
| Computer equipment               | 230,567             | 209,699             |
| Software                         | 660,917             | 660,917             |
| Vehicles                         | <u>32,766</u>       | <u>32,766</u>       |
|                                  | 6,171,471           | 6,040,915           |
| Less accumulated depreciation    | <u>(3,341,102)</u>  | <u>(3,095,208)</u>  |
| Property and equipment, net      | <u>\$ 2,830,369</u> | <u>\$ 2,945,707</u> |

**6. Endowment**

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

**Interpretation of Relevant Law**

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

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

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

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

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

**Return Objectives and Risk Parameters**

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

**Spending Policy**

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

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

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

**Endowment Composition and Changes in Endowment**

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

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

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

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

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

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

The endowment net asset composition by type of fund as of June 30, 2016, were as follows:

|                                  | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>        |
|----------------------------------|---------------------|-----------------------------------|-----------------------------------|---------------------|
| Donor-restricted endowment funds | \$ -                | \$ 71,810                         | \$ 98,593                         | \$ 170,403          |
| Board-designated endowment funds | <u>1,539,326</u>    | <u>-</u>                          | <u>-</u>                          | <u>1,539,326</u>    |
|                                  | <u>\$ 1,539,326</u> | <u>\$ 71,810</u>                  | <u>\$ 98,593</u>                  | <u>\$ 1,709,729</u> |

The changes in endowment net assets for the year ended June 30, 2016, were as follows:

|  | <u>Unrestricted</u> | <u>Temporarily<br/>Restricted</u> | <u>Permanently<br/>Restricted</u> | <u>Total</u>     |
|--|---------------------|-----------------------------------|-----------------------------------|------------------|
| Endowment net assets, June 30, 2015                  | 1,729,847           | 63,610                            | 98,593                            | 1,892,050        |
| Contributions  | -                   | 5,121                             | -                                 | 5,121            |
| Investment return                                    |                     |                                   |                                   |                  |
| Investment income                                    | 45,244              | 2,803                             | -                                 | 48,047           |
| Net appreciation                                     | 19,904              | 1,104                             | -                                 | 21,008           |
| Investment fees                                      | <u>(14,940)</u>     | <u>(828)</u>                      | <u>-</u>                          | <u>(15,768)</u>  |
| Total investment return                              | 50,208              | 3,079                             | -                                 | 53,287           |
| Appropriation of endowment assets for<br>expenditure | <u>(240,729)</u>    | <u>-</u>                          | <u>-</u>                          | <u>(240,729)</u> |
| Endowment net assets, June 30, 2016                  | <u>1,539,326</u>    | <u>71,810</u>                     | <u>98,593</u>                     | <u>1,709,729</u> |

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

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

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

**7. Debt Obligations**

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (5.25% at June 30, 2017). Interest is payable monthly. The line of credit had an outstanding balance of \$248,224 and \$1,000,000 at June 30, 2017 and 2016, respectively. The line of credit agreement has a maturity date of January 31, 2018.

Notes Payable

The Organization had the following notes payable:

|   | <u>2017</u>         | <u>2016</u>         |
|---|---------------------|---------------------|
| 4.25% note payable to TD Bank in monthly principal and interest payments of \$8,133 through January 2019, at which time a balloon payment for the remaining principal is due; collateralized by mortgaged property.   | \$ 946,599          | \$ 997,953          |
| Note payable to TD Bank in monthly principal and interest payments of \$6,016 through July 2020, at which time a balloon payment for the remaining principal is due. Interest rate at the Federal Home Loan Bank Boston Five Year Classic Advance Rate plus 2.65% (4.81% at June 30, 2017); collateralized by mortgaged property. The note is a participating loan with New Hampshire Higher Educational and Health Facilities Authority. | <u>697,393</u>      | <u>734,600</u>      |
|   | <u>1,643,992</u>    | <u>1,732,553</u>    |
| Less: unamortized deferred issuance costs   | <u>(2,878)</u>      | <u>(3,725)</u>      |
| Total notes payable   | <u>\$ 1,641,114</u> | <u>\$ 1,728,828</u> |

The scheduled maturities on notes payable are as follows:

|      |           |
|------|-----------|
| 2018 | \$ 98,870 |
| 2019 | 930,243   |
| 2020 | 43,991    |
| 2021 | 570,888   |

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2017.

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

**Notes to Financial Statements**

**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

**8. Commitments and Contingencies**

Contract Payables

At June 30, 2015, the Organization had accrued \$225,000 in contract payables related to a managed care contract that went into effect during fiscal year 2015. Activity under that managed care contract continued into fiscal year 2016. In 2016, the Organization settled its cumulative activity with the managed care provider and, as a result, accrued an amount due to the managed care provider of \$429,004 as of June 30, 2016. Amounts due to the managed care provider were paid in installments as outlined in the settlement agreement through December 2016 and are recorded within accounts receivable in the accompanying statement of financial position. There were no such amounts owed under the managed care contract as of June 30, 2017.

Capital and Operating Leases

The Organization rents additional housing space in Nashua, NH to be used for patient housing by the housing program. The Organization receives subsidies for reimbursement of expenses per a contract with the State of New Hampshire to offset expenses not covered by patient reimbursement for rent. These leases were fully expired as of July 1, 2016. Total rent expense under these agreements amounted to \$68,900 for the year June 30, 2016, respectively.

Rent expense \$12,079 for various equipment was incurred for both the years ended June 30, 2017 and 2016, under noncancellable operating lease agreements covering a term greater than one year.

During 2015, the Organization entered into a capital lease arrangement for computers, which calls for monthly principal and interest payments of \$1,995 through April 2018. During 2016, the Organization entered into another capital lease arrangement for computers, which calls for monthly principal and interest payments of \$1,246 through November 2018. The net carrying value of assets held under capital leases was \$35,529 and \$70,613 at June 30, 2017 and 2016, respectively.

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

|                                    | <u>Operating<br/>Leases</u> | <u>Capital<br/>Lease</u> |
|------------------------------------|-----------------------------|--------------------------|
| 2018                               | \$ 12,079                   | \$ 34,898                |
| 2019                               | 12,079                      | 6,229                    |
| 2020                               | <u>9,380</u>                | <u>-</u>                 |
|                                    | <u>\$ 33,538</u>            | 41,127                   |
| Less: amount representing interest |                             | <u>(3,823)</u>           |
|                                    |                             | <u>\$ 37,304</u>         |

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

**Notes to Financial Statements**

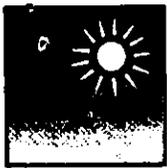
**June 30, 2017  
(With Comparative Totals for June 30, 2016)**

**Malpractice Insurance**

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

**9. Tax Deferred Annuity Plan**

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. The Organization offers a match of dollar-for-dollar up to 4% of annual salary. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In April 2014, the employer match was suspended. There was no expense associated with this plan for the years ended June 30, 2017 and 2016.



# Greater Nashua Mental Health Center

*at Community Council*

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BOARD OF DIRECTORS  
2018

EMILY BLATT

PAMELA BURNS  
(Board Vice Chair)

CHRISTINE M. FURMAN

LT. ROBERT GIGGI

JONE LaBOMBARD  
(Board Secretary)

LAURA MAISTROSKY, ESQUIRE

ELIZABETH SHEEHAN

DAVE SMITH

MARY ANN SOMERVILLE

TANYA L. SPONY, ESQUIRE  
(Board Chair)

AARON TELAGE, CPA

MARIE TULE, CPA  
(Board Treasurer)

DONNA UPSON

DIANE VIENNEAU



PATRICK M. ULMEN

TELEPHONE

**MANAGEMENT INFORMATION SYSTEMS PROJECT MANAGER  
INFORMATION ANALYST  
PSYCHIATRIC CASE MANAGER**

- CAREER SUMMARY** Educational and experiential focus in development and integration of information systems, research, psychology, case management, education and business administration. Established reputation for working well with others, applying knowledge, making innovative contributions, managing complex problems and situations while performing at a level exceeding expectations and demands.
- PRESENT POSITION** Development and management of web based information system between two regional community mental health centers. Management of local network, hardware and software system at a state funded regional Mental Health Center. Monitoring staff needs, recommending, and when indicated implementing appropriate changes. Educating staff towards more efficient and effective use of existing systems. Development and/or implementation of reporting tools. Analysis of existing data to generate information which meets the needs of staff, the agency, community and state representatives. Presentations at State and Northeastern conferences on developing and employing an information management system to improve psychiatric care. Collaborative work with a software development firm specializing in employing leading edge technology to develop state of the art, web based, information management systems. Case management duties include advocacy, development of rehabilitation goals, coordination of treatment, identification and acquisition of resources, counseling and ongoing support for approximately 25 consumers of mental health services.
- RECENT PRESENTATIONS** March, 1998 An Integrated Clinical Information Management System, Annual Conference for The Association of Community Living. Albany, NY.  
August, 1997 Development and Implementation of an Integrated Clinical Information Management System Within Community Support Services, Institute on Mental Health Management Information. Albany, NY.  
June, 1997 Practical Application of MHSIP Outcome Measures Within Community Support Services, New Hampshire Community Mental Health Service Conference. Manchester, NH.
- EARLIER EXPERIENCE** College instructor of psychology, counseling and social science for 5 years. Based on established teaching skills and reputation actively sought by students seeking challenge and scholarship.  
Office manager at a home improvement company. Duties included maintaining company journals, job costing, managing business financial transactions, customer and employee relations, and reorganizing information flow, office operations and records.
- EDUCATION** Old Dominion University, Norfolk, VA. Master of Science, Psychology.  
Keene State College, Keene, NH. BS Business Management, BA Psychology.

# ASHLEY G WOODS

## EDUCATION/CERTIFICATIONS

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

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

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

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

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

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

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

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

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

## PROFESSIONAL EXPERIENCE

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

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

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

July 2014 – Current, Sign Language Interpreter, NH

*Freelance*

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

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

*Special Event Coordinator*

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

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

*Personal Support Provider*

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

COMPUTER SKILLS

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

PROFESSIONAL REFERENCES

- [REDACTED]
- [REDACTED]
- [REDACTED]

**GREATER NASHUA MENTAL HEALTH CENTER AT COMMUNITY COUNCIL**

Key Personnel

| <b>Name</b>    | <b>Job Title</b>   | <b>Salary</b> | <b>% Paid from this Contract</b> | <b>Amount Paid from this Contract</b> |
|----------------|--------------------|---------------|----------------------------------|---------------------------------------|
| Woods, Ashley  | ASL Interpreter    | 50,000        | 27%                              | 13,500.00                             |
| Ulmen, Patrick | Technology Support | 100,000       | 7%                               | 6,750.00                              |
|                |                    |               |                                  |                                       |

**GREATER NASHUA MENTAL HEALTH CENTER AT COMMUNITY COUNCIL**

Key Personnel

| <b>Name</b>    | <b>Job Title</b>                      | <b>Salary</b> | <b>% Paid from this Contract</b> | <b>Amount Paid from this Contract</b> |
|----------------|---------------------------------------|---------------|----------------------------------|---------------------------------------|
| TBD            | Site Project Director                 | 70,000        | 68%                              | 47,250.00                             |
| TBD            | Behavior Change Clinician             | 46,000        | 71%                              | 32,706.00                             |
| TBD            | Health Mentor                         | 37,500        | 20%                              | 7,678.13                              |
| TBD            | CMH Outreach Worker - Deaf Services   | 37,500        | 41%                              | 15,187.50                             |
| Woods, Ashley  | ASL Interpreter                       | 50,000        | 27%                              | 13,500.00                             |
| TBD            | Language Interpreter                  | 50,000        | 7%                               | 3,375.00                              |
| Ulmen, Patrick | Technology Support                    | 100,000       | 7%                               | 6,750.00                              |
| TBD            | Data Entry Specialist                 | 35,000        | 34%                              | 11,812.50                             |
| TBD            | Project Interviewer                   | 45,000        | 68%                              | 30,375.00                             |
| TBD            | Consumer Expert Advisor - Youth       | 35,000        | 7%                               | 2,362.50                              |
| TBD            | Consumer Expert Advisor - Young Adult | 35,000        | 7%                               | 2,362.50                              |
| TBD            | Consumer Expert Advisor - Young Adult | 35,000        | 7%                               | 2,362.50                              |
| TBD            | Primary Care APRN                     | 100,000       | 12%                              | 11,925.00                             |
| TBD            | RN - Care Coordinator                 | 62,500        | 10%                              | 6,328.13                              |
| TBD            | Primary Care Medical Assistant        | 33,500        | 12%                              | 3,994.88                              |
| TBD            | CMH Outreach Workers                  | 37,500        | 10%                              | 3,796.88                              |
| TBD            | CMH Outreach Workers - LGBT           | 37,500        | 38%                              | 14,062.50                             |
| TBD            | Patient Service Intake Rep            | 29,500        | 11%                              | 3,318.75                              |
|                |                                       |               |                                  |                                       |
|                |                                       |               |                                  |                                       |

Subject: ProHealth NH: Partnerships to Improve Health and Wellness for Young People  
 with SED and SMI (SS-2019-DBH-02-PROHE-03)

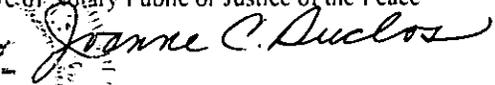
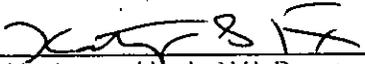
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|   |   |  |                                   |
|---|---|--|-----------------------------------|
| 1.1 State Agency Name<br>NH Department of Health and Human Services   |   | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857                    |                                   |
| 1.3 Contractor Name<br>The Mental Health Center of Greater Manchester   |   | 1.4 Contractor Address<br>401 Cypress Street<br>Manchester, NH 03103                         |                                   |
| 1.5 Contractor Phone Number<br>603-668-4111   | 1.6 Account Number<br>05-095-092-922010-23400000-102-500731 | 1.7 Completion Date<br>June 30, 2019   | 1.8 Price Limitation<br>\$526,784 |
| 1.9 Contracting Officer for State Agency<br>Nathan D. White, Director<br>Bureau of Contracts and Procurement  |   | 1.10 State Agency Telephone Number<br>603-271-9631   |                                   |
| 1.11 Contractor Signature<br>  |   | 1.12 Name and Title of Contractor Signatory<br>William Rider, President/CEO of Executive Off |                                   |
| 1.13 Acknowledgement: State of <i>New Hampshire</i> , County of <i>Hillsborough</i><br>On <i>10/16/18</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. |   |  |                                   |
| 1.13.1 Signature of Notary Public or Justice of the Peace<br><br>[Seal]  |   | JOANNE C. DUCLOS, Notary Public<br>My Commission Expires August 8, 2023                      |                                   |
| 1.13.2 Name and Title of Notary or Justice of the Peace   |   |  |                                   |
| 1.14 State Agency Signature<br>  |   | 1.15 Name and Title of State Agency Signatory<br>Kaye S Fox, Director                        |                                   |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)<br>By: _____ Director, On: _____  |   |  |                                   |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)<br>By:  On: <i>Megan A. Spivey - Attorney</i> <i>10/23/18</i>  |   |  |                                   |
| 1.18 Approval by the Governor and Executive Council (if applicable)<br>By: _____ On: _____  |   |  |                                   |

*with*  
*10/16/18*

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials WJK  
Date 10/16/18



## Scope of Services

### 1. Provisions Applicable to All Services

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

### 2. Scope of Work

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



Exhibit A

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

*WJL*

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Exhibit A

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

*[Handwritten Signature]*  
10/16/18



Exhibit A

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



Exhibit A

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

### 3. Staffing

- 3.1. The Contractor shall ensure staff for the ProHealth NH Integrated Healthcare Home is hired within ninety (90) days of the contract effective date, and shall include, but not be limited to:
- 3.1.1. Site Project Director – 1 FTE. The Site Project Director shall possess an MA or MS in a health related field.
  - 3.1.2. Project Interviewer – 1 FTE. The Project Interviewer shall possess a Bachelor's degree.
  - 3.1.3. Data Entry Specialist – 0.5 FTE. The Data Entry Specialist shall possess a Bachelor's degree and be fluent in medical and psychiatric terminology as well as medical outcome data indicators.
  - 3.1.4. Consumer Expert Advisors – Two (2) .1 FTE (Youth), and One (1) .1 FTE (Young Adult). Expert Advisors shall be participants involved with integrated care: BWLW and HCHC and shall:
    - 3.1.4.1. Serve on the Advisory Council;
    - 3.1.4.2. Attend quarterly meetings with the Council;
    - 3.1.4.3. Attend follow-up quarterly meetings with the site leadership teams to provide input and feedback regarding the Health Home content and format of the Health Home services, as well as on the success and barriers to implementation; and
    - 3.1.4.4. Meet with the Program Evaluation Team twice yearly to provide feedback on the evaluation measures and protocols, particularly with respect to cultural sensitivity.
  - 3.1.5. Behavior Change Clinicians - 1 FTE. Behavior Change Clinicians must possess an MS/MA in psychology, social work, counseling and/or psychology and must be licensed to practice in New Hampshire.



Exhibit A

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- 3.1.6. Health Mentors - .25 FTE. Health Mentors must possess a Bachelor's degree in psychology, social work, counseling or related field and must be credentialed as a fitness trainer.
  - 3.1.7. Community Mental Health Outreach Workers, also referred to as Community Mental Health Workers (CHWs) - .5 FTE, who shall work independently and collaboratively within a multi-disciplinary team in order to engage deaf, LBGT, refugee and immigrant and other vulnerable/underserved populations in services that will improve health and reduce risk behaviors and other activities appropriate to the roles, skills and qualities of a CHW.
  - 3.2. The Contractor shall ensure the FQHC employs and maintains the following staff positions, to be located at the FQHC:
    - 3.2.1. Primary Care Advanced Practice Nurse or Physician - .25 FTE, who possesses a valid and unrestricted license to practice in his/her field with a minimum of two (2) years of experience in a primary care office setting.
    - 3.2.2. Registered Nurse (RN) or RN/C - .25 FTE, with license to practice in New Hampshire with at least two (2) years' experience in a primary care office setting who also possesses a valid
    - 3.2.3. Primary Care Medical Assistant - .25 FTE, who must be certified as a medical assistant and possess at least one (1) year of experience providing care to an out patient population with a Multidisciplinary Medical Team.
    - 3.2.4. Patient Service Representative/Intake/Administrative Support Staff - .25 FTE, who shall possess a High School Diploma or its equivalent.

#### 4. Project Management

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



## 5. Training

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

## 6. Data Collection and Reporting

- 6.1. The Contractor shall obtain consent from participants to collect data related to ProHealth NH and shall store consent forms in a locked file cabinet.



Exhibit A

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- 6.2. The Contractor shall ensure all releases of confidentiality and prohibitions on disclosure of information are in compliance with all administrative rules, and state and federal laws, including the prohibition for re-disclosure of 42 CFR Part 2 information.
  - 6.3. The Contractor shall submit quarterly reports of de-identifiable and aggregate data to the Department and to the Substance Abuse and Mental Health Services Administration (SAMHSA) through a secure portal beginning ninety (90) days from the contract effective date.
  - 6.4. The Contractor shall work with the Department to streamline, automate and align reporting with existing reports where possible.
  - 6.5. The Contractor shall provide quarterly reports to the Department that include, but are not limited to:
    - 6.5.1. Number of participants screened for ProHealth NH during the quarter;
    - 6.5.2. Number of participants newly enrolled in ProHealth NH during the quarter;
    - 6.5.3. Number of participants who received ProHealth NH health and behavioral screening and assessments during the quarter;
    - 6.5.4. Number of participants screened for:
      - 6.5.4.1. Trauma;
      - 6.5.4.2. Depression;
      - 6.5.4.3. Substance use disorders;
      - 6.5.4.4. Medication use among youth;
      - 6.5.4.5. Involvement or interest in employment or education;
      - 6.5.4.6. Need for assertive community treatment; and
      - 6.5.4.7. Desire for symptom management.
      - 6.5.4.8. Number of participants referred to each treatment based on needs identified in the screenings described in 6.4.3.1. (i.e., seven (7) treatment areas including, but not limited to MATCH, SE, ACT and IMR).
    - 6.5.5. National Outcome Measures (NOMs) obtained during the quarter;
    - 6.5.6. Total number of participants who received each of the screenings and assessments in 6.5.4. during the quarter;
    - 6.5.7. Total number of patients age sixteen (16) to thirty-five (35) in care at the CMHC during the quarter.
  - 6.6. The Contractor shall report on the following items through electronic medical record data reports on a quarterly basis:



Exhibit A

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- 6.6.1. Number of participants in supportive housing or independent living programs during the quarter;
  - 6.6.2. Number of participants who attended social and rehabilitative programs during the quarter;
  - 6.6.3. Number of participants who participated in each of the EBP services listed in Section 2.5 during the quarter;
  - 6.6.4. Number of participants who attended a scheduled medical appointment during the quarter;
  - 6.6.5. Number of participants who attended a scheduled mental health appointment during the quarter;
  - 6.6.6. Number of participants who completed tobacco education during the quarter;
  - 6.6.7. Number of participants who completed obesity education during the quarter;
  - 6.6.8. Number of participants who attended Breath Well Live Well during the quarter;
  - 6.6.9. Number of participants who attended Health Choices Healthy Changes during the quarter; and
  - 6.6.10. Cumulative totals of participants engaged in each of the activities in Section 6.5.4. above.
- 6.7. The contractor shall report on any additional data as requested by the Department on a quarterly basis, including, but not limited to:
    - 6.7.1. EBT focus groups and qualitative interviews;
    - 6.7.2. Participants' satisfactory performance in work and school settings;
    - 6.7.3. The level of compliance with prescribed medication regimes;
    - 6.7.4. The level of compliance with attending scheduled medical and behavioral health appointments; and
    - 6.7.5. Any additional data specified by SAMHSA.

## 7. Quality Improvement Activities

- 7.1. The Contractor shall conduct quarterly QI meetings to evaluate if performance measures and project objectives have been met for the previous quarter in relation to the project implementation timeline.
- 7.2. The Contractor shall ensure participants at the quarterly meetings in Section 7.1, above, include, but are not limited to:
  - 7.2.1. Contractor Project Director;
  - 7.2.2. Department Project Director;

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10/16/18



Exhibit A

- 7.2.3. Subcontracted Program Evaluator;
  - 7.2.4. QI Director;
  - 7.2.5. Clinical Director;
  - 7.2.6. Children's Service Director; and
  - 7.2.7. FQHC Administrative Director.
- 7.3. The Contractor shall ensure items to be reviewed at the quarterly QI meetings include, but are not limited to:
- 7.3.1. Quarterly report submitted to SAMHSA;
  - 7.3.2. Feedback from the Advisory Council;
  - 7.3.3. Feedback from the Consumer Experts; and
  - 7.3.4. Feedback from SAMHSA.
- 7.4. The Contractor shall develop and update quarterly Written Action Plans to guide work, which shall be updated on a quarterly basis, or as needed.

## 8. Deliverables

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

## 9. Baseline Performance Measurements

- 9.1. The Contractor shall establish baseline rates for the following performance measures, reporting on the proportion of individuals enrolled in ProHealth NH who received the following:
  - 9.1.1. Evidence-based mental health treatment for those whose mental health screening indicates a need;
  - 9.1.2. Health education for weight among those with higher than normal BMI as measured in health screening;
  - 9.1.3. Health education for tobacco among those who use tobacco as indicated in health screening;



Exhibit A

- 
- 9.2. The Contractor shall establish baseline rates for the following performance measures, reporting on the proportion of individuals enrolled in ProHealth NH who received the following health behavior change services:
- 9.2.1. Breath Well Live Well Tobacco Program for those who use tobacco;
  - 9.2.2. Healthy Choices Healthy Changes Weight, nutrition and fitness program for those with obesity.



## Exhibit B

### Method and Conditions Precedent to Payment

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

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

*[Handwritten Signature]*  
Date 10/16/18

**Exhibit B-1 Budget**

| The Mental Health Center of Greater Manchester              |                                      |               |              |                 |
|---|--------------------------------------|---------------|--------------|-----------------|
| SFY 2019 (10/1/18 - 6/30/19)                                |                                      |               |              |                 |
| Promoting Integration of Primary and Behavioral Health Care |                                      |               |              |                 |
| Budget Narrative File for State FY2019                      |                                      |               |              |                 |
| <b>MHC of Greater Manchester</b>                            |                                      |               |              |                 |
| <b>A: Personnel</b>   |                                      |               |              |                 |
| Position  | Name                                 | Annual Salary | Level of Eff | Cost State FY19 |
| Site Project Director                                       | Jessica La                           | \$ 60,320     | 100%         | \$ 45,240       |
| Project Data Entry Staff                                    | TBD                                  | \$ 35,360     | 50%          | \$ 13,260       |
| Behavior Change Clinician                                   | Colleen T                            | \$ 45,760     | 100%         | \$ 34,320       |
| Health Mentor   | TBD                                  | \$ 38,480     | 25%          | \$ 7,215        |
| Evaluator/Interviewer                                       | TBD                                  | \$ 45,000     | 100%         | \$ 33,750       |
| Consumer expert advisor- Youth                              | TBD                                  | \$ 35,000     | 10%          | \$ 2,625        |
| Consumer expert advisor - Youth                             | TBD                                  | \$ 35,000     | 10%          | \$ 2,625        |
| Consumer expert advisor - Young Adult                       | TBD                                  | \$ 35,000     | 10%          | \$ 2,625        |
| Less 10% Ramp up 1st Year                                   |                                      |               |              | \$ (14,166)     |
| Total Personnel   |                                      |               |              | \$ 127,494      |
| <b>B. Fringe Benefits</b>                                   |                                      |               |              |                 |
| Component   |                                      | Rate          | Wage         | Cost State FY19 |
| Payroll Taxes / Benefits                                    |                                      | 30.00%        | \$169,992    | \$ 38,248       |
| Total Fringe Benefits                                       |                                      |               |              | \$ 38,248       |
| <b>C: Travel</b>  |                                      |               |              |                 |
| Mileage   | Local                                | 5,000 miles   | \$ 0.535     | \$ 2,006        |
| Total Travel  |                                      |               |              | \$ 2,006        |
| <b>D: EQUIPMENT</b>   |                                      |               |              |                 |
| <b>E: SUPPLIES</b>  |                                      |               |              |                 |
| Items   |                                      | Rate          |              | Cost State FY19 |
| Operational Supplies:                                       |                                      |               |              |                 |
| Medical Supplies  | 500 visits/year x \$5/visit          |               |              | \$ 1,875        |
| Office Supplies   | \$200/month x 12 months              |               |              | \$ 1,800        |
| Housekeeping Supplies                                       | \$133/month x 12 months              |               |              | \$ 1,197        |
|   | Subtotal Operational Supplies        |               |              | \$ 4,872        |
| Start Up Supplies - 1 time costs                            |                                      |               |              |                 |
| Technology Licenses   | EMR (3), CPS (2), Visualization (2), |               |              | \$ 18,653       |
| Copier/Fax/Scan   | Konica Bizhub 654e                   |               |              | \$ 7,125        |
| Postage Meter   |                                      |               |              | \$ 375          |

*WRL*  
10/16/18

**Exhibit B-1 Budget**

|  |                                     |             |                        |                        |
|--|-------------------------------------|-------------|------------------------|------------------------|
| Telephony  | 20 Phone system licenses, 10 laptop |             | \$                     | 59,663                 |
| Equipment/Furniture                                      | 4 Exam tables, EKG & AED            |             | \$                     | 43,997                 |
|  | Subtotal Start up Supplies @ 50%    |             | \$                     | 64,906                 |
| Total Supplies   |                                     |             | \$                     | 69,778                 |
| <b>F: CONTRACT</b>                                       |                                     |             |                        |                        |
| <b>Name</b>  | <b>Service</b>                      | <b>Rate</b> | <b>Other (FTE)</b>     | <b>Cost State FY19</b> |
| Primary Care NP/PA                                       | TBD                                 | \$ 100,000  | 25%                    | \$ 18,750              |
| RN - Care Coordinator                                    | TBD                                 | \$ 79,280   | 25%                    | \$ 14,865              |
| Medical Assistant  | TBD                                 | \$ 32,240   | 25%                    | \$ 6,045               |
| Community Health Worker LGBT                             | TBD                                 | \$ 52,780   | 25%                    | \$ 9,896               |
| Community Health Worker Culture/Lingu                    | TBD                                 | \$ 52,780   | 25%                    | \$ 9,896               |
| Coordination Bhutanese Community NH                      | 104                                 | \$ 50       |                        | \$ 3,900               |
| Cultural Brokering & Language Interpreta                 | 780 hours                           | \$55/hr.    |                        | \$ 32,175              |
| Pt Service Rep/Intake/Front Office                       | TBD                                 | \$ 32,240   | 25%                    | \$ 6,045               |
| I/T Maintenance & Service Fees                           |                                     |             |                        | \$ 11,250              |
| Contracted Billing Services                              |                                     |             |                        | \$ 5,250               |
| Evaluation contractor                                    |                                     |             |                        | \$ 15,000              |
| Training/supervision contractor Enrollment & Rewards     |                                     |             |                        | \$ 15,000              |
| Training/supervision contractor InSHAPE youth            |                                     |             |                        | \$ 7,500               |
| Training/supervision contractor Minority                 |                                     |             |                        | \$ 7,500               |
| Web-based motivational education for obesity and smoking |                                     |             |                        | \$ 15,001              |
| Less 10% ramp up for Medical Staff year 1                |                                     |             |                        | \$ (6,335)             |
|  |                                     |             |                        |                        |
| Total Contracts:   |                                     |             |                        | \$ 171,738             |
| <b>G: CONSTRUCTION:</b>                                  |                                     |             |                        |                        |
| <b>H: OTHER</b>  |                                     |             |                        |                        |
| <b>Items</b>   | <b>Rate</b>                         |             | <b>Cost State FY19</b> |                        |
| Occupancy  | \$28/SF x 2,600 square feet @ 50%   |             | \$                     | 27,375                 |
| Insurances: Liability & Commercial                       | \$1,250/month x 12 months           |             | \$                     | 11,250                 |
| Lab / Phlebotomy   | \$250/month x 12 months             |             | \$                     | 2,250                  |
| Clinicians Licensing                                     |                                     |             | \$                     | 1,500                  |
| Vaccines   | \$208/month x 12 months             |             | \$                     | 1,875                  |
| Linens / supplies  | \$250/month x 12 months             |             | \$                     | 2,250                  |
| Postage  | \$83/month x 12 months              |             | \$                     | 750                    |
| Advertising/Public Relations                             |                                     |             | \$                     | 1,500                  |
|  |                                     |             | \$                     | -                      |
| Rewards Program  | 5 Year enrollment                   | 5 Year cost | \$                     | -                      |
| Cessation rewards wk 1-wk4, wk 6,8,10,12 (\$30 each)     | 125                                 | \$ 60,000   | \$                     | 7,200                  |

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10/16/18

**Exhibit B-1 Budget**

|   |             |     |           |                      |
|---|-------------|-----|-----------|----------------------|
| Weight watchers                         | 15 sessions | 50  | \$ 24,000 | \$ 2,880             |
| Gym memberships                         | 12 months   | 125 | \$ 18,750 | \$ 2,250             |
| Fitness participation rewards           | 12 sessions | 125 | \$ 45,000 | \$ 5,400             |
| Quitline participation rewards          |             | 125 | \$ 11,250 | \$ 1,350             |
| Tobacco education participation rewards |             | 250 | \$ 7,500  | \$ 900               |
| Obesity education participation rewards |             | 250 | \$ 7,500  | \$ 900               |
| Total Other                             |             |     |           | \$ 69,630            |
| Total Direct Costs                      |             |     |           | \$ 478,894.55        |
| Indirect Costs                          |             |     |           | Rate - 10%           |
|   |             |     |           | \$ 47,889.45         |
| <b>Total MHC of Greater Manchester</b>  |             |     |           | <b>\$ 526,784.00</b> |

Exhibit B-1 Budget

Contractor Initials WV

SS-2019-DBH-02-PROHE-03

Date 10/16/18

10/16/18



**SPECIAL PROVISIONS**

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

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

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

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

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

*WLB*

10/16/18



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

*[Handwritten Signature]*  
10/16/18



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

2. Renewal

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

*YAL*  
Date 10/16/18



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

*JAR*  
10/16/18

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name: The Mental Health Center of Greater  
Manchester

10/16/18  
Date

WR  
Name: William Rider  
Title: President/CEO

WR

10/16/18



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: The Mental Health Center of Greater  
Manchester

10/16/18  
Date

William Rider  
Name: William Rider  
Title: President / CEO



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: The Mental Health Center of Greater Manchester

10/16/18  
Date

William Rider  
Name: William Rider  
Title: President/CEO

Contractor Initials WR  
Date 10/16/18



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

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

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

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

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

Exhibit G

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

Contractor Initials

*[Handwritten Signature]*

Date

*10/16/18*

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: The Mental Health Center of Greater  
Manchester

10/16/18  
Date

WR  
Name: William Rider  
Title: President / CEO

Exhibit G

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

Contractor Initials

WR

Date

10/16/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: The Mental Health Center of Greater  
Manchester

10/16/18  
Date

WR  
Name: William Rider  
Title: President/CEO



Exhibit I

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

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

(1) **Definitions.**

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

3/2014

Contractor Initials

Date

10/16/18



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

3/2014

Contractor Initials WJH

Date 10/16/18



Exhibit I

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

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

Department of Health and Human Services  
The State

The Mental Health Center of Greater Manchester  
Name of the Contractor

Katya S Fix  
Signature of Authorized Representative

William Rider  
Signature of Authorized Representative

Katya S Fix  
Name of Authorized Representative

William Rider  
Name of Authorized Representative

Director  
Title of Authorized Representative

President/Chief Executive Officer  
Title of Authorized Representative

10/18/18  
Date

10/16/18  
Date



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

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

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

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

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

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

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

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

10/16/18  
Date

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



FORM A

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

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

NO                       YES

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

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

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

NO                       YES

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

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

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

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



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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*10/16/18*

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

#### A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

*[Handwritten Signature]*  
*[Handwritten Date: 10/16/18]*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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

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

#### V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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10/16/18

# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 63323

Certificate Number : 0004080433



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of April A.D. 2018.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of The Mental Health Center of Greater Manchester.  
(Agency Name)
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on October 16, 2018 :  
(Date)

**RESOLVED:** That the President/Chief Executive Officer  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 16<sup>th</sup> day of October, 2018.  
(Date Contract Signed)

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

of the Agency.

*Michael Harrington*  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2018.

By *Michael Harrington*  
(Name of Elected Officer of the Agency)

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

(NOTARY SEAL)

JOANNE C. DUCLOS, Notary Public  
Commission Expires August 8, 2023

Commission Expires: August 8, 2023



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/12/2018

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

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

|                          |  |  |                                      |
|--------------------------|--|--|--------------------------------------|
| <b>PRODUCER</b>          |  | <b>CONTACT NAME:</b> Teri Davis                        |                                      |
| CGI Business Insurance   |  | <b>PHONE (A/C, No, Ext):</b> (866) 841-4800            | <b>FAX (A/C, No):</b> (603) 822-4618 |
| 171 Londonderry Turnpike |  | <b>E-MAIL ADDRESS:</b> tdavis@cgibusinessinsurance.com |                                      |
| Hooksett NH 03108        |  | <b>INSURER(S) AFFORDING COVERAGE</b>                   |                                      |
|                          |  | <b>INSURER A:</b> Selective Insurance Group, Inc.      | <b>NAIC #</b><br>12572               |
|                          |  | <b>INSURER B:</b> A.I.M. Mutual                        |                                      |
|                          |  | <b>INSURER C:</b>                                      |                                      |
|                          |  | <b>INSURER D:</b>                                      |                                      |
|                          |  | <b>INSURER E:</b>                                      |                                      |
|                          |  | <b>INSURER F:</b>                                      |                                      |

**COVERAGES**      **CERTIFICATE NUMBER:** 18-19 w/WC renewal      **REVISION NUMBER:**

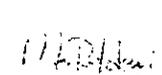
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE   | ADOL | SUBR | INSD | WVD | POLICY NUMBER       | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|------|------|------|-----|---------------------|-------------------------|-------------------------|--|
| A        | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Professional Liability Included<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |      |      |      |     | S233436400          | 04/01/2018              | 04/01/2019              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COM/POP AGG \$ 3,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> OTHER:                   |      |      |      |     | S233436400          | 04/01/2018              | 04/01/2019              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Medical payments \$ 5,000   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |      |      |      |     | S233436400          | 04/01/2018              | 04/01/2019              | EACH OCCURRENCE \$ 10,000,000<br>AGGREGATE \$ 10,000,000<br>\$   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |      |      |      |     | ECC6004000298-2018A | 09/12/2018              | 09/12/2019              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000  |

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

\*\*\*Supplemental Names\*\* Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.  
This Certificate is issue for insured operations usual to Mental Health Services.

Workers Comp: 3A State: NH

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b>                           | <b>CANCELLATION</b>  |
| DHHS<br>129 Pleasant Street<br><br>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.<br><br>AUTHORIZED REPRESENTATIVE<br> |

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The Mental Health Center  
of Greater Manchester

## **MISSION**

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

## **VISION**

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

## **GUIDING VALUES AND PRINCIPLES**

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

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

**We** provide evidence-based, culturally responsive and consumer, family focused care.

**We** support skilled staff members who work together and strive for excellence.

**We** pursue partnerships that promote wellness and create a healthy community.

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

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

COMBINING FINANCIAL STATEMENTS

June 30, 2017

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
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June 30, 2017

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**Kittell Branagan & Sargent**

*Certified Public Accountants*

Vermont License # 167

## INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying combining financial statements of The Mental Health Center of Greater Manchester, Inc. and its affiliate Manchester Mental Health Foundation, Inc. (nonprofit organizations) which comprise the combining statement of financial position as of June 30, 2017, and the related combining statements of activities and cash flows for the year then ended, and the related notes to the combining financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

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

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

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

To the Board of Directors  
of The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
Page 2

Opinion

In our opinion, the combining financial statements referred to above present fairly, in all material respects, the individual and combining financial positions of The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. as of June 30, 2017, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses on pages 20 through 23 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Kittel Branigan & Sargent*

St. Albans, Vermont  
October 13, 2017

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF FINANCIAL POSITION  
June 30, 2017

| <u>ASSETS</u>                                |                      |                     |                                |                           |
|--|----------------------|---------------------|--------------------------------|---------------------------|
|  | <u>MHCGM</u>         | <u>Foundation</u>   | <u>Eliminating<br/>Entries</u> | <u>Combined<br/>Total</u> |
| <b>CURRENT ASSETS</b>                        |                      |                     |                                |                           |
| Cash   | \$ 8,194,042         | \$ 18,763           | \$ -                           | \$ 8,212,805              |
| Accounts Receivable, net                     | 1,296,512            | -                   | -                              | 1,296,512                 |
| Other Accounts Receivable                    | 801,672              | 55,585              | (55,585)                       | 801,672                   |
| Grant Receivable                             | 75,885               | -                   | -                              | 75,885                    |
| Investments                                  | -                    | 3,590,460           | -                              | 3,590,460                 |
| Prepaid Expenses                             | <u>137,302</u>       | <u>-</u>            | <u>-</u>                       | <u>137,302</u>            |
| <b>TOTAL CURRENT ASSETS</b>                  | <u>10,505,413</u>    | <u>3,664,808</u>    | <u>(55,585)</u>                | <u>14,114,636</u>         |
| <b>PROPERTY, PLANT AND EQUIPMENT,</b>        |                      |                     |                                |                           |
| Net of accumulated depreciation              | <u>4,736,260</u>     | <u>-</u>            | <u>-</u>                       | <u>4,736,260</u>          |
| <b>TOTAL ASSETS</b>                          | <u>\$ 15,241,673</u> | <u>\$ 3,664,808</u> | <u>\$ (55,585)</u>             | <u>\$ 18,850,896</u>      |
| <br><u>LIABILITIES AND NET ASSETS</u>        |                      |                     |                                |                           |
| <b>CURRENT LIABILITIES</b>                   |                      |                     |                                |                           |
| Accounts Payable                             | \$ 360,968           | \$ -                | \$ -                           | \$ 360,968                |
| Due To Affiliate                             | 55,585               | -                   | (55,585)                       | -                         |
| Accrued Payroll & Vacation, other accruals   | 3,362,471            | 710                 | -                              | 3,363,181                 |
| Deferred Revenue                             | 74,142               | -                   | -                              | 74,142                    |
| Amounts held for Patients and Other Deposits | <u>7,709</u>         | <u>-</u>            | <u>-</u>                       | <u>7,709</u>              |
| <b>TOTAL CURRENT LIABILITIES</b>             | <u>3,860,875</u>     | <u>710</u>          | <u>(55,585)</u>                | <u>3,806,000</u>          |
| <b>EXTENDED ILLNESS LEAVE, Long term</b>     | <u>397,240</u>       | <u>-</u>            | <u>-</u>                       | <u>397,240</u>            |
| <b>POST-RETIREMENT BENEFIT OBLIGATION</b>    | <u>72,950</u>        | <u>-</u>            | <u>-</u>                       | <u>72,950</u>             |
| <b>NET ASSETS</b>                            |                      |                     |                                |                           |
| Unrestricted                                 | 10,910,608           | 3,344,409           | -                              | 14,255,017                |
| Temporarily restricted                       | -                    | 87,392              | -                              | 87,392                    |
| Permanently restricted                       | <u>-</u>             | <u>232,297</u>      | <u>-</u>                       | <u>232,297</u>            |
| <b>TOTAL NET ASSETS</b>                      | <u>10,910,608</u>    | <u>3,664,098</u>    | <u>-</u>                       | <u>14,574,706</u>         |
| <b>TOTAL LIABILITIES AND NET ASSETS</b>      | <u>\$ 15,241,673</u> | <u>\$ 3,664,808</u> | <u>\$ (55,585)</u>             | <u>\$ 18,850,896</u>      |

See Accompanying Notes to Financial Statements

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS  
For the Year Ended June 30, 2017

|   | MHCGM                | Foundation          |                           | Eliminating<br>Entries | Combined<br>Total    |
|---|----------------------|---------------------|---------------------------|------------------------|----------------------|
|   | Unrestricted         | Unrestricted        | Temporarily<br>Restricted |                        |                      |
| <b>REVENUE AND OTHER SUPPORT</b>                  |                      |                     |                           |                        |                      |
| Program Service Fees                              | \$ 22,578,451        | \$ -                | \$ -                      | \$ -                   | \$ 22,578,451        |
| Fees and Grants from Governmental Agencies        | 1,986,543            | -                   | -                         | -                      | 1,986,543            |
| Rental Income                                     | 129,084              | -                   | -                         | -                      | 129,084              |
| Other Income                                      | 3,559,159            | -                   | -                         | -                      | 3,559,159            |
| <b>TOTAL REVENUE AND OTHER SUPPORT</b>            | <b>28,253,237</b>    | <b>-</b>            | <b>-</b>                  | <b>-</b>               | <b>28,253,237</b>    |
| <b>OPERATING EXPENSES</b>                         |                      |                     |                           |                        |                      |
| Program Services:                                 |                      |                     |                           |                        |                      |
| Children & Adolescents                            | 4,273,799            | -                   | -                         | -                      | 4,273,799            |
| Elderly   | 298,415              | -                   | -                         | -                      | 298,415              |
| Emergency Services                                | 1,882,552            | -                   | -                         | -                      | 1,882,552            |
| Vocational Services                               | 572,426              | -                   | -                         | -                      | 572,426              |
| Non-Eligibles                                     | 1,472,179            | -                   | -                         | -                      | 1,472,179            |
| Mutli-Service Team                                | 6,814,153            | -                   | -                         | -                      | 6,814,153            |
| ACT Team  | 3,142,050            | -                   | -                         | -                      | 3,142,050            |
| Crisis Unit                                       | 3,819,832            | -                   | -                         | -                      | 3,819,832            |
| Community Residences & Support Living             | 1,324,370            | -                   | -                         | -                      | 1,324,370            |
| Other   | 1,052,422            | -                   | -                         | -                      | 1,052,422            |
| Total Program Services                            | 24,652,198           | -                   | -                         | -                      | 24,652,198           |
| Supporting Services                               |                      |                     |                           |                        |                      |
| Management and General                            | 3,058,686            | -                   | -                         | (100,000)              | 2,958,686            |
| <b>TOTAL OPERATING EXPENSES</b>                   | <b>27,710,884</b>    | <b>-</b>            | <b>-</b>                  | <b>(100,000)</b>       | <b>27,610,884</b>    |
| <b>INCOME FROM OPERATIONS</b>                     | <b>542,353</b>       | <b>-</b>            | <b>-</b>                  | <b>100,000</b>         | <b>642,353</b>       |
| <b>NON-OPERATING REVENUE/(EXPENSES)</b>           |                      |                     |                           |                        |                      |
| Contributions                                     | 339,528              | 100,938             | 10,227                    | (235,607)              | 215,086              |
| Interest/Dividend Income                          | 6,963                | 97,244              | -                         | -                      | 104,207              |
| Investment Gain                                   | -                    | 263,194             | -                         | -                      | 263,194              |
| Dues  | -                    | (5,333)             | -                         | -                      | (5,333)              |
| Donations to MHCGM                                | -                    | (135,607)           | -                         | 135,607                | -                    |
| Miscellaneous Expenses                            | -                    | (2,806)             | -                         | -                      | (2,806)              |
| <b>NON-OPERATING REVENUE/<br/>(EXPENSES), NET</b> | <b>346,491</b>       | <b>317,630</b>      | <b>10,227</b>             | <b>(100,000)</b>       | <b>574,348</b>       |
| <b>INCREASE IN NET ASSETS</b>                     | <b>888,844</b>       | <b>317,630</b>      | <b>10,227</b>             | <b>-</b>               | <b>1,216,701</b>     |
| <b>NET ASSETS AT BEGINNING OF YEAR</b>            | <b>10,021,764</b>    | <b>3,026,779</b>    | <b>77,165</b>             | <b>232,297</b>         | <b>13,358,005</b>    |
| <b>NET ASSETS AT END OF YEAR</b>                  | <b>\$ 10,910,608</b> | <b>\$ 3,344,409</b> | <b>\$ 87,392</b>          | <b>\$ 232,297</b>      | <b>\$ 14,574,706</b> |

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
COMBINING STATEMENTS OF CASH FLOWS  
For the Year Ended June 30, 2017

|  | <u>MHCGM</u>        | <u>Foundation</u> | <u>Eliminating</u><br><u>Entries</u> | <u>Combined</u><br><u>Total</u> |
|--|---------------------|-------------------|--------------------------------------|---------------------------------|
| <b>CASH FLOWS FROM OPERATING ACTIVITIES</b>  |                     |                   |                                      |                                 |
| Change in net assets   | \$ 888,844          | \$ 327,857        | \$ -                                 | \$ 1,216,701                    |
| Adjustments to reconcile change in net assets<br>to net cash provided by operating activities: |                     |                   |                                      |                                 |
| Depreciation   | 326,239             | -                 | -                                    | 326,239                         |
| Unrealized gain on investments   | -                   | (207,704)         | -                                    | (207,704)                       |
| Realized gain on investments   | -                   | (76,040)          | -                                    | (76,040)                        |
| Decrease (Increase) in Operating Assets:   |                     |                   |                                      |                                 |
| Accounts Receivable  | 1,051,439           | -                 | -                                    | 1,051,439                       |
| Other Accounts Receivable  | (448,497)           | -                 | -                                    | (448,497)                       |
| Grant Receivable   | (62,841)            | -                 | -                                    | (62,841)                        |
| Prepaid Expenses   | 243,424             | -                 | -                                    | 243,424                         |
| Increase (Decrease) in Operating Liabilities:  |                     |                   |                                      |                                 |
| Accounts Payable   | 156,766             | -                 | -                                    | 156,766                         |
| Due to Affiliate   | (210,606)           | 210,606           | -                                    | -                               |
| Accrued Expenses and Other Current Liabilities   | 521,775             | -                 | -                                    | 521,775                         |
| Deferred Revenue   | 19,864              | -                 | -                                    | 19,864                          |
| Amounts held for Patients and Other Deposits   | 1,970               | -                 | -                                    | 1,970                           |
| Post Retirement Benefit Obligation   | (7,650)             | -                 | -                                    | (7,650)                         |
| Extended Illness Leave   | (11,256)            | -                 | -                                    | (11,256)                        |
| <br>   |                     |                   |                                      |                                 |
| NET CASH PROVIDED BY<br>OPERATING ACTIVITIES   | <u>2,469,471</u>    | <u>254,719</u>    | <u>-</u>                             | <u>2,724,190</u>                |
| <br><b>CASH FLOWS FROM INVESTING ACTIVITIES</b>  |                     |                   |                                      |                                 |
| Purchase of property, plant, and equipment, net  | (1,931,475)         | -                 | -                                    | (1,931,475)                     |
| Proceeds from sale of investments  | -                   | 2,540,393         | -                                    | 2,540,393                       |
| Purchase of investments  | -                   | (2,799,583)       | -                                    | (2,799,583)                     |
| <br>   |                     |                   |                                      |                                 |
| NET CASH USED IN<br>INVESTING ACTIVITIES   | <u>(1,931,475)</u>  | <u>(259,190)</u>  | <u>-</u>                             | <u>(2,190,665)</u>              |
| <br>   |                     |                   |                                      |                                 |
| NET INCREASE (DECREASE) IN CASH  | 537,996             | (4,471)           | -                                    | 533,525                         |
| <br>   |                     |                   |                                      |                                 |
| CASH AT BEGINNING OF YEAR  | <u>7,656,046</u>    | <u>23,234</u>     | <u>-</u>                             | <u>7,679,280</u>                |
| <br>   |                     |                   |                                      |                                 |
| CASH AT END OF YEAR  | <u>\$ 8,194,042</u> | <u>\$ 18,763</u>  | <u>\$ -</u>                          | <u>\$ 8,212,805</u>             |

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Mental Health Center of Greater Manchester, Inc. (the "Center") a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the "Foundation") became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center.

Basis of Presentation

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

Estimates

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

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2014, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

State Grants

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

Depreciation

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

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Vacation Pay and Fringe Benefits

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

Revenue

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

Accounts Receivable

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

Policy for Evaluating Collectability of Accounts Receivable

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

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

During the year ended June 30, 2017, the Center decreased its estimate in the allowance for doubtful accounts from 78% to 68% of total accounts receivable. The allowance for doubtful accounts decreased to \$2,814,022 as of June 30, 2017 from \$8,427,226 as of June 30, 2016. This was a direct result of an overall decrease in accounts receivable from \$10,775,177 as of June 30, 2016 to \$4,110,534 as of June 30, 2017. The allowance reflects this decrease accordingly.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2017 totaled \$22,578,451, of which \$22,399,097 was revenue from third-party payors and \$179,354 was revenue from self-pay clients.

Cash and Cash Equivalents

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

Temporarily and Permanently Restricted Net Assets

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

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

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

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

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Employee Benefit Program

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employees' contributions are matched by the Center up to 5 percent of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$421,665 for the year ended June 30, 2017.

Postretirement Medical Benefits

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

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

Malpractice Loss Contingencies

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

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

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

New Hampshire and Managed Medicaid

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

Approximately 68% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2017.

Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonable possible that recorded estimates could change materially in the near term.

The Mental Health Center of Greater Manchester, Inc.  
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NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

NOTE 3 PROPERTY AND EQUIPMENT

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

Property and equipment consisted of the following at June 30, 2017:

|                            |                     |
|----------------------------|---------------------|
| Land                       | \$ 1,415,708        |
| Buildings and improvements | 5,193,929           |
| Furniture and equipment    | 2,048,695           |
| Construction in progress   | <u>1,074,127</u>    |
|                            | 9,732,459           |
| Accumulated depreciation   | <u>(4,996,199)</u>  |
|                            | <u>\$ 4,736,260</u> |

Depreciation expense for the year ended June 30, 2017 was \$326,239.

NOTE 4 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

|                     |                     |
|---------------------|---------------------|
| Due from clients    | \$ 1,570,357        |
| Managed medicaid    | 305,365             |
| Medicaid receivable | 343,618             |
| Medicare receivable | 207,385             |
| Other insurance     | <u>1,683,809</u>    |
|                     | 4,110,534           |
| Allowance           | <u>(2,814,022)</u>  |
|                     | <u>\$ 1,296,512</u> |

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

NOTE 4      ACCOUNTS RECEIVABLE (continued)

ACCOUNTS RECEIVABLE – OTHER

|                                   |           |                       |
|-----------------------------------|-----------|-----------------------|
| Amoskeag Residences               | \$        | 5,665                 |
| BBH - Cypress Center              |           | 112,500               |
| BBH - ES                          |           | 73,484                |
| BBH - IRB                         |           | 5,244                 |
| BBH - PATH                        |           | 3,347                 |
| BBH - Renew                       |           | 3,393                 |
| Catholic Medical Center           |           | 13,271                |
| Christian Financials              |           | 3,000                 |
| Community Connection              |           | 12,162                |
| Dartmouth                         |           | 9,663                 |
| Easter Seals                      |           | 7,659                 |
| Farnum Center                     |           | 14,268                |
| Manchester Community Health       |           | 21,126                |
| Meaningful Use                    |           | 212,500               |
| New Hampshire Milestone           |           | 9,000                 |
| North Shore LIJ                   |           | 17,341                |
| MCRT                              |           | 267,752               |
| Miscellaneous accounts receivable |           | <u>10,297</u>         |
|                                   | <b>\$</b> | <b><u>801,672</u></b> |

GRANTS RECEIVABLE

|   |    |               |
|---|----|---------------|
| State of New Hampshire – DHHS             |    |               |
| Division for Children, Youth and Families | \$ | <u>75,885</u> |

NOTE 5      DEFERRED REVENUE

|                                   |           |                      |
|-----------------------------------|-----------|----------------------|
| CIP Grant                         | \$        | 16,578               |
| Central NY Services               |           | 11,140               |
| REAP Grant                        |           | 22,249               |
| Endowment for Health              |           | 9,233                |
| Great Manchester Charitable Trust |           | 4,587                |
| Maine Quality Counts              |           | 10,000               |
| Miscellaneous deferred revenue    |           | <u>355</u>           |
|                                   | <b>\$</b> | <b><u>74,142</u></b> |

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

NOTE 6      LINE OF CREDIT

As of June 30, 2017, the organization had available a line of credit with a bank with an upper limit of \$2,500,000. The line was not utilized as of June 30, 2017. These funds are available with interest charged at Prime Rate (3.5% as of June 30, 2017). The line of credit is due on demand.

NOTE 7      LEASES

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under non-cancelable operating leases with terms of one year or more as of June 30, 2017 are as follows:

|      |    |        |
|------|----|--------|
| 2018 | \$ | 65,367 |
| 2019 |    | 39,328 |
| 2020 |    | 25,579 |
| 2021 |    | 9,410  |
| 2022 |    | 8,657  |

Rent expense was \$568,583 for the year ended June 30, 2017.

NOTE 8      EXTENDED ILLNESS LEAVE (EIL)

The following table sets forth the Center's funded status of EIL as of June 30, 2017:

Net Post-Retirement Health Cost:

|                                 |    |               |
|---------------------------------|----|---------------|
| Service cost                    | \$ | 25,953        |
| Interest cost                   |    | <u>13,528</u> |
| Net post retirement health cost | \$ | <u>39,481</u> |

Change in Accumulated Projected Benefit Obligation:

|   |    |                 |
|---|----|-----------------|
| Accumulated benefit obligation at beginning of year | \$ | 408,496         |
| Service cost  |    | 25,953          |
| Interest cost                                       |    | 13,528          |
| Actuarial loss                                      |    | (6,758)         |
| Benefits paid                                       |    | <u>(43,979)</u> |
| Benefit obligation at end of year                   | \$ | <u>397,240</u>  |

The Mental Health Center of Greater Manchester, Inc.  
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NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Balance Sheet Liability:

|  |                    |
|--|--------------------|
| Accumulated postretirement benefit obligation          | \$ 397,240         |
| Fair value of plan assets                              | <u>          -</u> |
|  |                    |
| Unfunded accumulated postretirement benefit obligation | <u>\$ 397,240</u>  |

Reconciliation of Accrued Costs:

|  |                   |
|--|-------------------|
| Accrued post retirement health cost at beginning of year | \$ 560,072        |
| Net post retirement health cost for the year             | 29,781            |
| Contributions made during the year (benefits paid)       | <u>(43,979)</u>   |
|  |                   |
| Accrued post retirement health cost at end of year       | <u>\$ 545,874</u> |

Estimated Future Benefit Payments:

|             |           |
|-------------|-----------|
| 2017 – 2018 | \$ 35,300 |
| 2018 – 2019 | 20,700    |
| 2019 – 2020 | 68,300    |
| 2020 – 2021 | 40,100    |
| 2021 – 2022 | 41,300    |
| 2022 – 2027 | 168,800   |

|  |                  |
|--|------------------|
| Expected contribution for next fiscal year | \$ <u>35,300</u> |
|--|------------------|

Change in Balance Sheet Liability:

|  |                     |
|--|---------------------|
| Balance sheet liability at beginning of year         | \$ (408,496)        |
| Net actuarial gain arising during the year           | 6,758               |
| Increase from current year service and interest cost | (39,481)            |
| Contributions made during the year                   | <u>43,979</u>       |
|  |                     |
| Balance sheet liability at end of year               | <u>\$ (397,240)</u> |

The Mental Health Center of Greater Manchester, Inc.  
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NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Amounts Recognized as Adjustments to Unrestricted Net Assets:

|  |              |
|--|--------------|
| Adjustments to unrestricted net assets from adoption of<br>of FAS 158 at beginning of year | \$ (151,578) |
| Net actuarial (gain) or loss arising during the year                                       | (6,759)      |
| Reclassification from amortization of net actuarial loss<br>recognized during the year     | <u>9,701</u> |

|  |                     |
|--|---------------------|
| Unrestricted net assets not yet classified as NPBC<br>at end of year | <u>\$ (148,636)</u> |
|--|---------------------|

Unrestricted Net Assets Not Yet Classified As Net  
Postretirement Benefit Cost:

|   |                  |
|---|------------------|
| Unrecognized prior service cost           | \$ -             |
| Unrecognized net actuarial gain or (loss) | <u>(148,636)</u> |

|  |                     |
|--|---------------------|
| Unrestricted net assets not yet classified as NPBC<br>at end of year | <u>\$ (148,636)</u> |
|--|---------------------|

Unrestricted Net Assets Expected to be Reclassified as Net  
Postretirement Benefit Cost in Next Fiscal Year:

|  |                 |
|--|-----------------|
| Recognition of amortization of net Actuarial Loss in next<br>fiscal year's expense | <u>\$ 9,701</u> |
|--|-----------------|

The weighted-average discount rate used in determining the accumulated benefit obligation was 3.75% at June 30, 2017.

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN

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

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The weighted-average annual assumed rate of increase in per capita cost of covered benefits (i.e., health care cost trend rate) was 4.00% for the year ending June 30, 2017; and 4.00% per year for retirements that occurs on or after January 1, 1997, until those retirees' monthly premium cap of \$188 is reached.

The Mental Health Center of Greater Manchester, Inc.  
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NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

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

Net Post-Retirement Health Cost:

|  |                     |
|--|---------------------|
| Interest cost                                | \$ 2,627            |
| Net amortization of (gain)                   | <u>786</u>          |
| <br>Net post retirement health cost/(income) | <br><u>\$ 3,413</u> |

Change in Accumulated Projected Benefit Obligation:

|   |                      |
|---|----------------------|
| Accumulated benefit obligation at beginning of year | \$ 80,600            |
| Interest cost                                       | 2,627                |
| Actuarial loss                                      | 786                  |
| Benefits paid                                       | <u>(11,063)</u>      |
| <br>Benefit obligation at end of year               | <br><u>\$ 72,950</u> |

FASB Balance Sheet Liability:

|  |                      |
|--|----------------------|
| Accumulated postretirement benefit obligation              | \$ 72,950            |
| Fair value of plan assets                                  | <u>-</u>             |
| <br>Unfunded accumulated postretirement benefit obligation | <br><u>\$ 72,950</u> |

Reconciliation of Accrued Costs:

|  |                       |
|--|-----------------------|
| Accrued benefit obligation at beginning of year        | \$ 185,561            |
| Net post retirement health cost/(income) for the year  | (8,140)               |
| Contributions made during the year (benefits paid)     | <u>(11,063)</u>       |
| <br>Accrued post retirement health cost at end of year | <br><u>\$ 166,358</u> |

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

Assumptions

Weighted-average assumptions used to determine Benefit Obligations at June 30, 2017:

|               |              |
|---------------|--------------|
| Discount rate | <u>3.75%</u> |
|---------------|--------------|

The Mental Health Center of Greater Manchester, Inc.  
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NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

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

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

|   | <u>1% Increase</u> | <u>1% Decrease</u> |
|---|--------------------|--------------------|
| Effect on total of service and interest cost components of net periodic postretirement health care benefit cost | \$ <u>2,676</u>    | \$ <u>2,580</u>    |
|   | <u>1% Increase</u> | <u>1% Decrease</u> |
| Effect on the health care component of the accumulated postretirement benefit obligation                        | \$ <u>74,398</u>   | \$ <u>71,540</u>   |

Weighted-average assumptions used to determine Net Periodic Benefit Cost at June 30, 2017:

Discount rate 3.75%

Cash Flows

Estimated Future Benefit Payments:

|             |           |
|-------------|-----------|
| 2017 – 2018 | \$ 13,400 |
| 2018 – 2019 | 14,000    |
| 2019 – 2020 | 14,700    |
| 2020 – 2021 | 15,300    |
| 2021 – 2022 | 2,300     |
| 2022 – 2027 | 11,300    |

Expected contribution for next fiscal year: \$ 13,400

Change in Balance Sheet Liability:

|  |                        |
|--|------------------------|
| Balance sheet liability at beginning of year         | \$ (80,600)            |
| Net actuarial gain or (loss) arising during the year | (786)                  |
| Increase from current year service and interest cost | (2,627)                |
| Contributions made during the year                   | <u>11,063</u>          |
| <br>Balance sheet liability at end of year           | <br><u>\$ (72,950)</u> |

The Mental Health Center of Greater Manchester, Inc.  
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NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

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

Amounts Recognized as Adjustments to Unrestricted Net Assets:

|  |               |
|--|---------------|
| Adjustments to unrestricted net assets from adoption of<br>of FAS 158 at beginning of year | \$ (104,962)  |
| Net actuarial (gain) arising during the year   | 786           |
| Reclassification from amortization of net actuarial loss<br>recognized during the year     | <u>10,767</u> |

|  |                    |
|--|--------------------|
| Unrestricted net assets not yet classified as NPBC<br>at end of year | <u>\$ (93,409)</u> |
|--|--------------------|

Reconciliation of Accrued Costs:

|   |                 |
|---|-----------------|
| Unrecognized prior service cost           | \$ -            |
| Unrecognized net actuarial gain or (loss) | <u>(93,409)</u> |

|  |                    |
|--|--------------------|
| Unrestricted net assets not yet classified as NPBC<br>at end of year | <u>\$ (93,409)</u> |
|--|--------------------|

Unrestricted Net Assets Expected to be Reclassified as Net  
Postretirement Benefit Cost in Next Fiscal Year:

|  |                  |
|--|------------------|
| Recognition of amortization of net Actuarial Loss in next<br>fiscal year's expense | <u>\$ 10,767</u> |
|--|------------------|

NOTE 10 COMMITMENTS AND CONTINGENCIES

The Center held deposits with TD Bank N.A. totaling \$8,81,253 as of June 30, 2017. Of this amount \$182,919 is in excess of FDIC coverage of \$250,000 and collateralized Federal repurchase agreements totaling \$8,448,334 as of June 30, 2017.

The Foundation held investments with LPL Financial totaling \$3,590,460 as of June 30, 2017. Of this amount \$3,090,460 is in excess of SIPC coverage of \$500,000 and is uninsured.

The Mental Health Center of Greater Manchester, Inc.  
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NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

NOTE 11 RELATED PARTY TRANSACTIONS

Amoskeag Residences, Inc. was formed by the Mental Health Center of Greater Manchester, Inc. The board of directors for Amoskeag Residences, Inc. is comprised of members of management from the Center. Included in accounts receivable as of June 30, 2017 is \$5,665 due to the Center from Amoskeag Residences, Inc. The Mental Health Center of Greater Manchester, Inc. is reimbursed for services it provides to Amoskeag Residences, Inc., such as bookkeeping services, insurance coverage, and repairs and maintenance services. The amounts for the years ended June 30, 2017 are as follows:

|            |                  |
|------------|------------------|
| Billed     | <u>\$ 68,667</u> |
| Reimbursed | <u>\$ 69,832</u> |

NOTE 12 INVESTMENTS

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

|                              | <u>Cost</u>            | <u>Market</u>          |
|------------------------------|------------------------|------------------------|
| Cash and Cash Equivalents    | \$ 73,475              | \$ 73,475              |
| Marketable Equity Securities | <u>3,268,782</u>       | <u>3,516,985</u>       |
| <br>TOTAL                    | <br><u>\$3,342,257</u> | <br><u>\$3,590,460</u> |

Investment return consisted of the following:

|                                 |                       |
|---------------------------------|-----------------------|
| Advisory Fees                   | \$ (20,550)           |
| Net realized gain               | 76,040                |
| Annualized unrealized gain, net | <u>207,704</u>        |
| <br>TOTAL INVESTMENT LOSS       | <br><u>\$ 263,194</u> |

NOTE 13 FAIR VALUE MEASUREMENTS

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

The Mental Health Center of Greater Manchester, Inc.  
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NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

NOTE 13 FAIR VALUE MEASUREMENTS (continued)

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

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

Level 1 Fair Value Measurements

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

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2017. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

| <u>Description</u>        | <u>06/30/17</u> | <u>Quoted Price In<br/>Active Markets<br/>For Identical<br/>Assets<br/>(Level 1)</u> | <u>Significant<br/>Other<br/>Observable<br/>Inputs<br/>(Level 2)</u> | <u>Significant<br/>Unobservable<br/>Inputs<br/>(Level 3)</u> |
|---------------------------|-----------------|--|--|--|
| Cash and Cash Equivalents | \$ 73,475       | \$ 73,475  | \$ -   | \$ -   |
| Fixed Income              |                 |  |  |  |
| Corporate Bonds           | 589,780         | 589,780  | -  | -  |
| Mutual Funds:             |                 |  |  |  |
| Bank Loans                | 147,385         | 147,385  | -  | -  |

The Mental Health Center of Greater Manchester, Inc.  
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NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

NOTE 13 FAIR VALUE MEASUREMENTS (continued)

| Description               | 06/30/17            | Quoted Price In<br>Active Markets<br>For Identical<br>Assets<br>(Level 1) | Significant<br>Other<br>Observable<br>Inputs<br>(Level 2) | Significant<br>Unobservable<br>Inputs<br>(Level 3) |
|---------------------------|---------------------|---|---|--|
| Foreign Large Blend       | 226,441             | 226,441   | -   | -  |
| Large Blend               | 755,448             | 755,448   | -   | -  |
| Diversified Emerging Mkts | 114,438             | 114,438   | -   | -  |
| Inflation Protected Bond  | 115,311             | 115,311   | -   | -  |
| Intermediate Term Bond    | 136,080             | 136,080   | -   | -  |
| Equity Energy             | 89,608              | 89,608  | -   | -  |
| Large Value               | 148,044             | 148,044   | -   | -  |
| Large Growth              | 97,779              | 97,779  | -   | -  |
| Small Value               | 88,354              | 88,354  | -   | -  |
| Health                    | 130,849             | 130,849   | -   | -  |
| Foreign Large Growth      | 157,090             | 157,090   | -   | -  |
| Mid-Cap Blend             | 124,600             | 124,600   | -   | -  |
| World Bond                | 147,127             | 147,127   | -   | -  |
| World Small/Mid Stock     | 154,144             | 154,144   | -   | -  |
| Technology                | 167,767             | 167,767   | -   | -  |
| Nontraditional Bond       | 126,740             | 126,740   | -   | -  |
| <b>Total</b>              | <b>\$ 3,590,460</b> | <b>\$ 3,590,460</b>   | <b>\$ -</b>   | <b>\$ -</b>  |

NOTE 14 CONCENTRATIONS OF CREDIT RISK

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, 2017 is as follows:

|                  |              |
|------------------|--------------|
| Due from clients | 38 %         |
| Managed medicaid | 8            |
| Medicaid         | 8            |
| Medicare         | 5            |
| Other insurance  | <u>41</u>    |
|                  | <u>100 %</u> |

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
NOTES TO COMBINING FINANCIAL STATEMENTS  
June 30, 2017

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center and Foundation has evaluated subsequent events through October 13, 2017, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2017, have been incorporated into these basic financial statements herein.

On July 31, 2017 the Center purchased real estate located at 2 Wall Street in Manchester, New Hampshire for \$9,500,000. Of the purchase price, \$5,760,000 was financed with proceeds from a Tax-Exempt Bond Payable and \$1,920,000 was financed with a Mortgage Payable. Terms of the bond payable call for fixed-interest only monthly payments of \$14,688 at 3.06% commencing October 2017 through November 2025, at which point monthly principal and interest payments of \$27,424 commence through August 2042. Terms of the mortgage payable call for monthly principal and interest payments of \$22,886 at 4.4% through December 2025.

**SUPPLEMENTARY INFORMATION**

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
ANALYSIS OF ACCOUNTS RECEIVABLE  
For the Year Ended June 30, 2017

|                  | Accounts<br>Receivable<br>Beginning<br>of Year | Gross<br>Fees        | Contractual<br>Allowances<br>& Discounts | Bad Debts<br>and Other<br>Charges | Cash<br>Receipts       | Accounts<br>Receivable<br>End of<br>Year |
|------------------|--|----------------------|--|-----------------------------------|------------------------|--|
| CLIENT FEES      | \$ 5,814,726                                   | \$ 5,146,158         | \$ (4,966,804)                           | \$ (3,830,704)                    | \$ (593,019)           | \$ 1,570,357                             |
| MANAGED MEDICAID | 2,295,255                                      | 20,858,549           | (8,600,586)                              | 1,378,910                         | (15,626,763)           | 305,365                                  |
| MEDICAID         | 723,282  | 5,456,268            | (2,304,050)                              | 13,928                            | (3,545,810)            | 343,618                                  |
| MEDICARE         | 334,638  | 2,138,318            | (201,936)                                | (1,094,045)                       | (969,590)              | 207,385                                  |
| OTHER INSURANCE  | <u>1,607,276</u>                               | <u>6,227,014</u>     | <u>(1,174,480)</u>                       | <u>(2,032,093)</u>                | <u>(2,943,908)</u>     | <u>1,683,809</u>                         |
| TOTAL            | <u>\$ 10,775,177</u>                           | <u>\$ 39,826,307</u> | <u>\$ (17,247,856)</u>                   | <u>\$ (5,564,004)</u>             | <u>\$ (23,679,090)</u> | <u>\$ 4,110,534</u>                      |

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
 and Manchester Mental Health Foundation, Inc.  
 ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES  
 For the Year Ended June 30, 2017

|                              | <u>BBH<br/>Receivable<br/>End<br/>of Year</u> | <u>BBH<br/>Revenues<br/>Per<br/>Audited<br/>Financial<br/>Statements</u> | <u>Receipts<br/>for<br/>Year</u> | <u>BBH<br/>Receivable<br/>End<br/>of Year</u> |
|------------------------------|---|--|----------------------------------|---|
| CONTRACT YEAR, June 30, 2017 | <u>\$ 207,523</u>                             | <u>\$ 3,161,145</u>  | <u>\$ (2,826,203)</u>            | <u>\$ 542,465</u>                             |

| <u>Analysis of Receipts:<br/>Date of Receipt/Deposit</u> | <u>Amount</u>       |
|--|---------------------|
| 07/19/16   | \$ 25,784           |
| 08/15/16   | 885                 |
| 09/28/16   | 180,854             |
| 10/28/16   | 203,166             |
| 01/11/17   | 492,250             |
| 01/30/17   | 187,174             |
| 01/31/17   | 19,000              |
| 03/06/17   | 295,904             |
| 03/24/17   | 8,320               |
| 04/07/17   | 1,770               |
| 04/21/17   | 885                 |
| 04/24/17   | 342,800             |
| 05/26/17   | 249,810             |
| 06/09/17   | 363,328             |
| 06/21/17   | 150,798             |
| 06/22/17   | 732                 |
| 06/23/17   | <u>302,743</u>      |
|  | <u>\$ 2,826,203</u> |

See Independent Auditor's Report.

The Mental Health Center of Greater Manchester, Inc.  
and Manchester Mental Health Foundation, Inc.  
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES  
For the Year Ended June 30, 2017

|                                     | Total Agency         | Total Admin. | Total Programs       | Child/Adol.         | Elderly Services  | Emergency Services  | Vocational Services | Non-Eligibles       | Multi-Service Team  | ACT Team            | Crisis Unit         | Community Residence | Supportive Living | Other Mental Health | Other Non-BBH       |
|-------------------------------------|----------------------|--------------|----------------------|---------------------|-------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-------------------|---------------------|---------------------|
| <b>PROGRAM SERVICE FEES</b>         |                      |              |                      |                     |                   |                     |                     |                     |                     |                     |                     |                     |                   |                     |                     |
| Net Client Fees                     | \$ 179,354           | \$ -         | \$ 179,354           | \$ 47,666           | \$ (36,326)       | \$ 285,983          | \$ 5,564            | \$ 4,247            | \$ (148,686)        | \$ 42,456           | \$ (135,549)        | \$ 6,119            | \$ (25,136)       | \$ -                | \$ 133,016          |
| HMO's                               | 2,041,986            | -            | 2,041,986            | 277,085             | 35,443            | 345,012             | (27)                | 350,672             | 263,809             | 18,171              | 751,788             | -                   | -                 | -                   | 33                  |
| Blue Cross/Blue Shield              | 2,161,291            | -            | 2,161,291            | 254,839             | 42,967            | 314,752             | -                   | 396,223             | 369,084             | 23,404              | 760,022             | -                   | -                 | -                   | -                   |
| Medicaid                            | 15,410,181           | -            | 15,410,181           | 5,026,075           | 291,993           | 452,468             | 355,364             | 211,825             | 5,263,057           | 2,302,256           | 569,703             | 386,274             | 550,924           | -                   | 242                 |
| Medicare                            | 1,906,382            | -            | 1,936,382            | 2,020               | 215,110           | 20,054              | (14)                | 178,267             | 964,746             | 91,677              | 464,493             | (16)                | -                 | -                   | 45                  |
| Other Insurance                     | 849,257              | -            | 849,257              | 124,783             | 14,568            | 113,840             | 3,843               | 149,643             | 89,014              | (7,246)             | 360,481             | -                   | (167)             | -                   | 498                 |
| <b>Sub-total</b>                    | <b>22,576,451</b>    | <b>-</b>     | <b>22,576,451</b>    | <b>5,732,466</b>    | <b>563,755</b>    | <b>1,532,109</b>    | <b>364,730</b>      | <b>1,290,877</b>    | <b>6,801,024</b>    | <b>2,470,718</b>    | <b>2,770,938</b>    | <b>392,377</b>      | <b>525,621</b>    | <b>-</b>            | <b>133,834</b>      |
| <b>PUBLIC SUPPORT</b>               |                      |              |                      |                     |                   |                     |                     |                     |                     |                     |                     |                     |                   |                     |                     |
| United Way                          | 19,669               | -            | 19,669               | -                   | -                 | -                   | -                   | 19,669              | -                   | -                   | -                   | -                   | -                 | -                   | -                   |
| <b>LOCAL/COUNTY GOVERNMENT</b>      |                      |              |                      |                     |                   |                     |                     |                     |                     |                     |                     |                     |                   |                     |                     |
| Donations/Contributions             | 339,528              | -            | 339,528              | -                   | -                 | -                   | -                   | 135,607             | 500                 | -                   | -                   | -                   | -                 | -                   | 203,421             |
| Div. Alc/Drug Abuse Prev            | 1,146                | -            | 1,146                | 1,146               | -                 | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                 | -                   | -                   |
| Div. for Children, Youth & Families | 3,540                | -            | 3,540                | 3,540               | -                 | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                 | -                   | -                   |
| <b>FEDERAL FUNDING</b>              |                      |              |                      |                     |                   |                     |                     |                     |                     |                     |                     |                     |                   |                     |                     |
| PATH                                | 40,121               | -            | 40,121               | -                   | -                 | 40,121              | -                   | -                   | -                   | -                   | -                   | -                   | -                 | -                   | -                   |
| RENTAL INCOME                       | 129,084              | -            | 129,084              | -                   | -                 | -                   | -                   | -                   | -                   | -                   | 2,610               | -                   | 120,578           | -                   | 5,896               |
| INTEREST INCOME                     | 6,963                | -            | 6,963                | -                   | -                 | -                   | -                   | -                   | -                   | -                   | -                   | -                   | -                 | -                   | 6,963               |
| <b>BBH</b>                          |                      |              |                      |                     |                   |                     |                     |                     |                     |                     |                     |                     |                   |                     |                     |
| Bureau of Behavioral Health         | 1,941,736            | -            | 1,941,736            | 807                 | -                 | 440,884             | -                   | -                   | -                   | -                   | 1,437,045           | -                   | -                 | 63,000              | -                   |
| <b>OTHER REVENUES</b>               | <b>3,539,490</b>     | <b>-</b>     | <b>3,539,490</b>     | <b>395,742</b>      | <b>18,953</b>     | <b>562,906</b>      | <b>36,970</b>       | <b>24,683</b>       | <b>337,415</b>      | <b>603,963</b>      | <b>788,697</b>      | <b>9,725</b>        | <b>67,991</b>     | <b>104</b>          | <b>692,341</b>      |
| <b>Sub-total</b>                    | <b>6,021,277</b>     | <b>-</b>     | <b>6,021,277</b>     | <b>401,235</b>      | <b>18,953</b>     | <b>1,043,911</b>    | <b>36,970</b>       | <b>179,959</b>      | <b>337,915</b>      | <b>603,963</b>      | <b>2,228,352</b>    | <b>9,725</b>        | <b>188,569</b>    | <b>63,104</b>       | <b>908,621</b>      |
| <b>TOTAL PROGRAM REVENUES</b>       | <b>\$ 28,599,728</b> | <b>\$ -</b>  | <b>\$ 28,599,728</b> | <b>\$ 6,133,703</b> | <b>\$ 582,708</b> | <b>\$ 2,576,020</b> | <b>\$ 401,700</b>   | <b>\$ 1,470,836</b> | <b>\$ 7,138,939</b> | <b>\$ 3,074,681</b> | <b>\$ 4,999,290</b> | <b>\$ 402,102</b>   | <b>\$ 714,190</b> | <b>\$ 63,104</b>    | <b>\$ 1,042,455</b> |

See Independent Auditor's Report.

The Mental Health Center of Greater Worcester, Inc.  
STATEMENT OF FUNCTIONAL EXPENSES  
For the Year Ended June 30, 2017

|                             | Total Agency  | Total Admin. | Total Programs | Child/Adol.  | Elderly Services | Emergency Services | Vocational Services | Non-Employees | MJ/Jr. Service Team | ACT Team     | Crisis Unit  | Community Residence | Supportive Living | Mental Health | Other Non-DJMH |
|-----------------------------|---------------|--------------|----------------|--------------|------------------|--------------------|---------------------|---------------|---------------------|--------------|--------------|---------------------|-------------------|---------------|----------------|
| <b>PERSONNEL COSTS</b>      | \$ 18,240,892 | \$ 1,964,603 | \$ 16,276,089  | \$ 2,833,306 | \$ 187,379       | \$ 1,371,956       | \$ 359,579          | \$ 983,396    | \$ 4,624,165        | \$ 2,082,611 | \$ 2,425,521 | \$ 243,532          | \$ 566,259        | \$ 53,704     | \$ 544,861     |
| Salary and Wages            | 3,360,773     | 381,039      | 2,979,734      | 572,202      | 29,763           | 199,484            | 67,468              | 83,078        | 653,647             | 445,459      | 435,900      | 57,903              | 130,688           | 10,588        | 93,395         |
| Employee Benefits           | 1,335,907     | 145,875      | 1,210,232      | 216,557      | 14,155           | 88,130             | 28,776              | 71,358        | 347,633             | 157,847      | 176,375      | 16,920              | 39,873            | 4,145         | 39,165         |
| Payroll Taxes               | 22,957,372    | -2,491,317   | 20,466,055     | 3,622,065    | 231,297          | 1,669,870          | 455,821             | 1,137,781     | 5,825,465           | 2,695,917    | 3,037,796    | 318,355             | 737,020           | 68,447        | 676,221        |
| Sub-total                   | 205,916       | 71,096       | 134,820        | (5,292)      | 718              | -                  | 1,741               | 36,418        | 27,020              | 4,093        | 59,508       | -                   | -                 | 2,376         | 8,287          |
| <b>PROFESSIONAL FEES</b>    | 44,821        | 4,254        | 40,567         | 7,304        | 867              | 2,856              | 1,020               | 2,647         | 10,754              | 5,498        | 5,555        | 600                 | 1,827             | 191           | 1,448          |
| Client Evaluations/Services | 57,066        | 3,641        | 43,705         | 6,147        | 652              | 2,526              | 1,811               | 2,228         | 14,870              | 7,339        | 4,837        | 481                 | 1,415             | 178           | 1,242          |
| Audit Fees                  | 38,166        | 8,826        | 103,088        | 17,539       | 2,439            | 7,881              | 2,770               | 6,548         | 25,524              | 13,587       | 12,647       | 1,352               | 4,130             | 633           | 8,038          |
| Legal Fees                  | 2,402         | 247          | 2,155          | 114          | -                | -                  | 93                  | 17            | 9                   | 41           | 255          | -                   | 520               | -             | 1,147          |
| Journal/Publications        | 291           | -            | 11,003         | -            | -                | -                  | -                   | -             | -                   | -            | -            | -                   | -                 | -             | 250            |
| In-service Training         | 57,066        | 12,302       | 44,784         | 8,125        | 310              | 3,254              | 433                 | 780           | 11,637              | 4,013        | 6,233        | 255                 | 553               | 231           | 6,940          |
| Conferences/Conventions     | 38,166        | 480          | 37,686         | 1,713        | -                | 6,412              | -                   | -             | 12,319              | 5,120        | 2,304        | 2,500               | -                 | -             | 7,318          |
| Other Staff Development     | 568,584       | 94,827       | 473,757        | 236,960      | -                | -                  | -                   | 142,013       | 94,784              | -            | -            | -                   | -                 | -             | -              |
| Rent                        | 11,003        | -            | 11,003         | -            | -                | -                  | -                   | -             | -                   | -            | -            | -                   | 11,003            | -             | -              |
| Heating Costs               | 258,999       | 20,954       | 238,045        | 20,163       | 6,193            | 23,964             | 8,269               | 11,861        | 43,620              | 16,538       | 55,495       | -                   | 40,936            | 7,610         | 3,396          |
| Other Utilities             | 492,529       | 30,357       | 462,172        | 26,263       | 13,257           | 30,840             | 17,781              | 15,992        | 96,122              | 36,786       | 148,797      | 880                 | 56,225            | 16,076        | 4,263          |
| Maintenance & Repairs       | 10,133        | 145          | 9,988          | 1,471        | -                | 25                 | -                   | 215           | 132                 | -            | 2,144        | 366                 | 5,475             | -             | 180            |
| Other Occupancy Costs       | 214,959       | 56,845       | 158,114        | 22,496       | 864              | 5,721              | 3,966               | 16,785        | 50,868              | 11,601       | 29,337       | 54                  | 3,602             | 1,138         | 11,982         |
| CONSUMABLE SUPPLIES         | 66,380        | 4,101        | 62,279         | 3,625        | 893              | 4,523              | 1,195               | 2,092         | 6,904               | 2,479        | 31,076       | 320                 | 7,380             | 1,083         | 709            |
| Building/Household          | 390,947       | 933          | 386,014        | 16,827       | 5,084            | 8,026              | 5,789               | 1,717         | 129,588             | 82,880       | 70,701       | 512                 | 4,629             | 40            | 40,421         |
| Educational/Training        | 74,231        | 4,757        | 69,474         | 333          | 8                | 24                 | 646                 | 26            | 107                 | 193          | 63,237       | 7                   | 4,066             | 2             | 625            |
| Food                        | 88,716        | 186          | 88,530         | 334          | 39               | 133                | 46                  | 121           | 30,990              | 254          | 50,268       | 27                  | 82                | 9             | 6,217          |
| Medical                     | 572,339       | 90,134       | 482,205        | 81,594       | 7,924            | 33,554             | 13,470              | 29,046        | 124,352             | 67,118       | 78,466       | 5,535               | 22,309            | 2,442         | 16,395         |
| Other Consumable Supplies   | 205,587       | 21,803       | 183,984        | 32,257       | 6,318            | 11,253             | 5,397               | 11,574        | 42,684              | 22,440       | 28,398       | 3,765               | 12,686            | 959           | 5,463          |
| Depreciation-Equipment:     | 120,640       | 8,412        | 112,228        | 3,911        | 4,780            | 8,287              | 6,383               | 2,192         | 31,060              | 12,765       | 17,339       | -                   | 19,480            | 5,874         | 147            |
| Depreciation-Building       | 27,405        | 6,133        | 19,272         | 2,847        | 292              | 865                | 447                 | 1,263         | 5,169               | 2,008        | 3,967        | 184                 | 1,534             | 65            | 601            |
| Equipment Maintenance       | 42,061        | 6,184        | 35,877         | 5,894        | 723              | 2,332              | 778                 | 3,590         | 8,444               | 4,421        | 4,915        | 436                 | 1,338             | 146           | 2,480          |
| Advertising                 | 57,735        | 14,362       | 43,373         | 12,499       | 374              | 1,841              | 518                 | 4,165         | 8,442               | 2,984        | 5,390        | 225                 | 682               | 114           | 7,039          |
| Printing                    | 271,717       | 27,602       | 244,115        | 38,377       | 5,979            | 17,876             | 11,628              | 17,228        | 62,150              | 26,564       | 36,348       | 1,951               | 15,793            | 6,521         | 3,700          |
| Telephone/Communication:    | 53,159        | 33,888       | 19,271         | 3,463        | 485              | 1,265              | 504                 | 1,256         | 4,997               | 2,500        | 2,652        | 316                 | 956               | 93            | 784            |
| Postage & Shipping          | 200,390       | 3,541        | 196,849        | 36,650       | 941              | 11,633             | 22,054              | 228           | 37,818              | 71,786       | 5,170        | 2,294               | 5,249             | 224           | 2,702          |
| TRANSPORTATION              | 5,911         | -            | 5,911          | -            | -                | (157)              | -                   | -             | 181                 | 722          | 3,166        | -                   | 2,019             | -             | -              |
| Client                      | 65,405        | 6,108        | 59,297         | 10,692       | 1,302            | 4,143              | 1,502               | 3,875         | 15,699              | 8,003        | 8,082        | 891                 | 2,714             | 280           | 2,114          |
| INSURANCE                   | 10,411        | 988          | 9,423          | 1,886        | 202              | 663                | 237                 | 615           | 2,498               | 1,277        | 1,290        | 139                 | 425               | 44            | 337            |
| Malpractice & Bonding       | 141,605       | 14,513       | 127,452        | 22,947       | 2,727            | 8,971              | 3,204               | 6,316         | 33,764              | 17,272       | 17,451       | 1,864               | 5,745             | 589           | 4,552          |
| Vehicles                    | 41,041        | 4,779        | 36,262         | 5,855        | 850              | 2,092              | 858                 | 2,117         | 12,645              | 4,166        | 4,168        | 548                 | 1,687             | 158           | 1,120          |
| Comp Property/Liability     | 277,693       | 13,821       | 263,872        | 29,150       | 2,896            | 11,778             | 3,855               | 10,355        | 42,776              | 22,366       | 22,820       | 2,134               | 6,881             | 725           | 108,135        |
| MEMBERSHIP DUES             | 27,710,884    | 3,058,686    | 24,652,198     | 4,273,799    | 296,415          | 1,882,552          | 572,426             | 1,472,179     | 6,814,153           | 3,142,050    | 3,819,832    | 343,499             | 960,871           | 116,209       | 936,213        |
| OTHER EXPENDITURES          | -             | (3,058,686)  | 3,058,686      | 538,420      | 35,616           | 238,852            | 72,455              | 187,842       | 853,631             | 492,831      | 475,433      | 38,144              | 121,443           | 14,090        | 89,897         |
| Total Expenditures          | 27,710,884    | -            | 27,710,884     | 4,812,219    | 334,029          | 2,121,494          | 644,881             | 1,660,121     | 7,887,204           | 3,544,305    | 4,295,265    | 381,643             | 1,102,314         | 130,299       | 1,017,110      |
| Administrative Allocation   | 889,846       | -            | 889,846        | 1,321,484    | 248,679          | 454,526            | (243,181)           | (189,285)     | (528,265)           | (469,624)    | 704,025      | 20,458              | (388,124)         | (67,185)      | 25,345         |
| TOTAL PROGRAM EXPENSES      | 27,710,884    | -            | 27,710,884     | 4,812,219    | 334,029          | 2,121,494          | 644,881             | 1,660,121     | 7,887,204           | 3,544,305    | 4,295,265    | 381,643             | 1,102,314         | 130,299       | 1,017,110      |
| SURPLUS/(DEFICIT)           | 889,846       | -            | 889,846        | 1,321,484    | 248,679          | 454,526            | (243,181)           | (189,285)     | (528,265)           | (469,624)    | 704,025      | 20,458              | (388,124)         | (67,185)      | 25,345         |

See Independent Auditor's Report.



The Mental Health Center  
of Greater Manchester

**THE MENTAL HEALTH CENTER OF GREATER MANCHESTER  
BOARD OF DIRECTORS**

**2017 - 2018**

Michael Harrington, Chair

Phil Hastings, Vice Chair

Sheila McNeil, Treasurer

Thomas Lavoie, Secretary

Jessica Arvanitis

Timothy Burdick, MD

Alicia Finn

David Harrington

Jaime Hoebeke

Brent Kiley

Peter Kucharski

Lizabeth MacDonald

Christina Mellor

Elaine Michaud

Theresa Ryan

Andrew Seward

Richard Shannon

Kevin Sheppard

Shannon Sullivan

# William T. Rider

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**Objective** To provide effective leadership in community mental healthcare

**Experience** **The Mental Health Center of Greater Manchester**  
401 Cypress St Manchester, NH 03103 (603) 668-4111

- 3/2015 to Present: President, Chief Executive Officer
- 3/2000 to 3/2015: Executive VP, Chief Operating Officer
- 1/1995 to 2/2000: Director, Community Support Program
- 7/1987 to 12/1994: Assistant Director Community Support Program
- 6/1985 to 6/1987: Clinical Case Manager

**Carroll County Mental Health**  
25 West Main St. Conway NH 03818

- 4/78 to 5/85: Clinical Case Manager

**New Hampshire Hospital**  
24 Clinton St  
Concord NH 03301

- 10/76 to 4/78: Mental Health Counselor

**Education** 2001 to 2002 Franklin Pierce College Concord, NH

- 12 Graduate Credits

1972 to 1976 Canisius College Buffalo, NY

- BA Psychology 1976

**Community Activity** Granite Pathways: Vice Chair, Board of Directors  
Postpartum Support International-NH, Founders Board  
NAMI of NH Member since 1985

- 1992 NAMI Professional of the Year Award

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

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**DESCRIPTION**

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

**EDUCATION**

|    |   |      |
|----|---|------|
| MS | Springfield College, Manchester<br>Community/Psychology | 1994 |
| BA | University of Vermont<br>Psychology                     | 1985 |

**EXPERIENCE**

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

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

- Member – Psychopharmacology Research Group, Department of Psychiatry, Dartmouth Medical School – 2003 to present
- 1998 Recipient of the Mental Illness Administrator of the Year Award by the National Alliance for the Mentally Ill
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire DBT treatment program
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- National Association of Cognitive Behavioral Therapists

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

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**PUBLICATIONS**

- The Trauma Recovery Group: A Cognitive-Behavioral Program for Post-Traumatic Stress Disorder in Persons with Severe Mental Illness. Community Mental Health Journal, Vol. 43, No. 3, June 2007.
- Co-authored Chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality. Edited by Sederer & Dickey, 2001.
- Psychometric Evaluation of Trauma and Post-traumatic Stress Disorder Assessment in Persons with Severe Mental Illness. Psychology Assessment. 2001. Vol. 13, No. 1, 110-117.
- HIV Risk Factors Among People with Severe Mental Illness in Urban and Rural Areas. Psychiatric Services. April 1999.
- Trauma and Post-traumatic Stress Disorder in Severe Mental Illness. Journal of Consulting and Clinical Psychology. 1998. Vol. 49, No. 10, 1338-1340.
- Integrating Dialectical Behavior Therapy into a Community Mental Health Program. Psychiatric Services. October 1998. Vol. 49, No. 10, 1338-1340.

## Curriculum Vitae

**Name:** Margaret A. E. Almeida, PhD, MBA, RN, BC

**Current Position:** Post-Doctoral Research Fellow

**Address:** The Geisel School of Medicine at Dartmouth  
Dartmouth Centers for Health & Aging  
46 Centerra Parkway, Lebanon, NH 03766

### Date of Birth

### Education:

|                |   |
|----------------|---|
| September 2016 | Ph.D. Southern New Hampshire University (Comm. Economic Dev.)     |
| September 2003 | M.B.A. Franklin Pierce College (Leadership Track)                 |
| May 2000       | B.S.N. Rivier University (Nursing)                                |
| May 1996       | B.S. Plymouth State University (Psychology, Minor German/Pre-law) |

### Professional Memberships:

Sigma Theta Tau International Honor Society of Nursing  
Member, NH Public Health Association  
Member, American Psychiatric Nursing Association  
Member, The Center for Practical Bioethics  
Board Certified Psychiatric and Mental Health Registered Nurse.  
Current CPR – Health Care Provider

### Post-Doctoral Training:

#### **The Geisel School of Medicine at Dartmouth, Hanover, NH**

Post-doctoral Research Fellow, September 2016 – Current

Appointed research fellow in the Northern New England Primary Care Innovation Research Post-Doctoral Training program in the Department of Community and Family Medicine (T32 grant with a focus in primary care). Selected and completed the SYNERGY Advanced Certificate in Clinical & Translational Research. Focus on Medicaid, vulnerable populations healthcare delivery. Preceptor: Stephen Bartels, M.D.

### Teaching Activities:

|           |   |
|-----------|---|
| Jan. 2016 | May 2016 Nursing Mental Health Clinical Instructor, University of New Hampshire                         |
| Aug. 2002 | May 2003 Nursing Department Adjunct Faculty, Care of the Ill Adult I&II, Rivier University, Nashua N.H. |

**Major Work Experience:**

**Jan. 2010 – Mar. 2016      State Program Director, Money Follows the Person Program**

NH Department of Health and Human Services, Concord, NH

In partnership with NH DHHS and the UNH Center on Aging and Community Living, led and directed all aspects of the statewide, Center on Medicare and Medicaid (CMS) funded Money Follows the Person (MFP) program for the State of NH. Collaborating with multiple statewide provider partners, stakeholders, and bureaus to increase the visibility, utility, and on-going development of the program to enhance community based care for elderly and disabled citizens. Oversaw program staff to meet program benchmarks, apply for grants, meet federal requirements and regulations, ensure mandatory program data is gathered and report submissions were timely. Providing feedback to university and state leaders for policy information and decision making. Responsible for program budgeting, multi-year planning, prioritizing, and monitoring of program resources. Oversight of clinical staff, treatment planning, and ensuring program goals were met.

**Sept. 2003 – Sept. 2008      Clinical Research Coordinator**

The Mental Health Center of Greater Manchester, Manchester, NH

Directed the Center's clinical research program. Managed five full-time, master level, and RN staff. Responsible for oversight and coordination of all studies, ensuring all research procedures are conducted according to established protocols, ICH guidelines, and SOP's. Presented future studies to clinical and medical administration for approval. Responsible for over-all department budget, hiring, supervising, and training of professional research staff. Organize all IRB submissions, assisted in maintenance writing and update of protocols. Developed research internship program for internal projects. Designed, implemented, and reported on internal research projects for agency and state. Mentored student nurses from a variety of nursing programs.

**Sept. 2003- Sept. 2008      Institutional Review Board Administrative Director**

NH State Department of Health and Human Services, Manchester NH

Coordinated all administrative processes of the NH State DHHS IRB, created and updated policies, ensured that all policies follow established federal guidelines as well as OHRP guidelines for the protection of human subjects. Served as the point person for all statewide studies reviewed by the committee. Acted as liaison for communications and education/training between the committee and research/academic community.

**Other Work Experience:**

**Feb. 2009 – Dec. 2009      Registered Nurse, Medication Clinic**

The Mental Health Center of Greater Manchester, Manchester, NH

While in full-time PhD program, worked as staff RN in community based medication clinic for education, teaching, services, and assessments. Assisting disabled individuals obtain recovery and dignity through empowerment and education regarding their illness, medications, and support.

**Sept. 2008 – Feb. 2009      Medicare Approved Psychiatric Nurse Specialist**

Amedisys Home Health Visiting Nurses, Londonderry, NH

While in full-time PhD program delivered skilled nursing services and specialized psychiatric care to homebound elderly patients. Providing wound care, medication education, medication

administration, and targeted cardiopulmonary physical assessments. Specialized psychiatric care to patients with co-morbid medical illnesses.

**Jan. 2003 – Jan 2004      Registered Nurse, Medical Surgical Unit**

Parkland Medical Center, Derry NH

Cared for patients in the role of registered nurse in the medical/surgical hospital environment. Assessed complicated patients holistically and provided medical intervention as necessary according to hospital protocols.

**May 1996 – Jan. 2003      Cypress Center Inpatient Unit Registered Nurse (per diem)**

The Mental Health Center of Greater Manchester, Manchester NH

Acted as charge nurse for 12-bed adult psychiatric unit. Provided nursing care, medications, and treatment according to protocol, directed ancillary staff members to maintain safety of unit milieu and coordinated closely with outside agencies.

**Jun. 1999 – Dec. 2002      Registered Nurse, Psychiatric Case Manager & Team Leader**

The Mental Health Center of Greater Manchester, Manchester NH

Team leader for 6 clinical staff members. Responsible for overall scheduling, coverage, training, and on-call services, assessed and problem-solved with administration & staff to consistently meet client needs. Conducted psychiatric assessments for emergency services to match appropriate intervention. Developed and implemented treatment plans accordingly, evaluated outcomes, and coordinated with outside social services agencies. Developed detailed knowledge regarding probates, guardian procedures, and involuntary admissions.

**May 1997 – Jun. 1999      Elderly Outreach Counselor, At Risk Seniors Program**

The Mental Health Center of Greater Manchester, Manchester NH

Assessed "at risk" seniors in the community who were experiencing memory loss, depression, and other mental illness. Responsible for linking seniors with appropriate human services, and health services. Collaborated with homeless shelters and elder programs.

**May 1996 – May 1997      Housing Outreach Specialist**

The Mental Health Center of Greater Manchester, Manchester NH

Supported chronically and severely mentally ill clients in their homes in the community, assisted with client self-administration of medications, food choices, and personal hygiene. Assessed clients' needs for additional community supports and education.

**Speaker & Educational Events:**

- |            |  |
|------------|--|
| Sept. 2007 | Sponsored Speaker for the Society of Clinical Research Associates Annual Conference, Denver CO. Topic: Vulnerable Populations and Providing Informed Consent.                        |
| Sept. 2010 | Real Choice Annual Conference, Institute on Disability, UNH, Manchester, NH. Topic: Working and caring for people with severe disabilities with multiple providers in the community. |

- June 2011 Care Transitions Conference, Center for Aging and Community Living, UNH Concord, NH. Topic: Nursing Home to Community Transitions.
- May 2012 Speaker Panel: NH Family Support Conference, Bartlett, NH. Topic: Coming home: Transitioning your loved one from nursing home care or an extended hospitalization to home.
- 2004-2008 Multiple Continuing Education Unit presentations: research ethics, IRB process trainings, vulnerable populations and research with guardians and cognitively impaired participants.
- June 2015 Mental Illness 101: A presentation to Child and Family Services, Manchester NH staff including nursing assistants, direct care workers, and families that provides an overview of mental illness diagnosis as well as how to work and care for people with individuals experiencing mental illness and cognitive impairments in the community.
- June 2018 Statewide multi-site training on implementing mental health first aid for direct care professionals and their supervisors at Granite State Independent Living, Concord, NH

**Committee Activities:**

|                         |           |        |  |             |
|-------------------------|-----------|--------|--|-------------|
|                         |           |        | 2012-2016  | Chair       |
| NH MFP Advisory Council |           |        |  |             |
|                         |           |        | 2014-2015  | Chair       |
| Advisory Council        |           |        |  | Transitions |
|                         | 2012-2015 | Member | Board of Directors, Community Partners, Dover NH                   |             |
|                         | 2014-2015 | Member | NH Managed Care Implementation, Long Term Care Supports & Services |             |

**Recognition & Awards:**

- Nov. 2007 Formally recognized by NH Bureau of Behavioral Health by NH Dept. of Health and Human Service for Outstanding Service.
- Jan. 2011 Invited into and current member of the Nursing Honor Society Sigma Theta Tau
- October 2012 Honored by Granite State Independent Living with receiving the 2012 Community Partnership Award.

**Publications**

1. Brooks, J. M., Polenick, C., Bryson, W., Naslund, J., Renn, B. N., Orzechowski, N., Almeida, M., & Bartels, S. Pain intensity, functional limitations, and depressive symptoms in older adults with serious mental illness. *Aging and Mental Health*. DOI: 10.1080/13607863.2017.1423025

**Publications in Progress**

1. Pratt, S., Mueser, K., Bartels, S., Wolfe, R., Santos, M., Almeida, M. (in progress). *Using the HOPES Skills Training Program Prior to Transition from Nursing Home Care for People with Severe Mental Illness.*

2. *Brooks, J.M., Almeida, M., (in progress). The Dartmouth COOP Charts: a reliable, valid, and sensitive quality of life tool for arthritis when assessing people with severe mental illness.*
3. *Almeida, M., Brooks, J., Cotton, B. (in progress). Pairing FDIC financial literacy education program with Individual Placement and Support.*
4. *Kraft, S., Almeida, M., (in progress). Publicly Funded, Evidenced Based Community Project Selection Process for Multi Diverse Communities.*
5. *Almeida, M., Fortuna, K., Bartels, S. (in progress). Illness Self-Management Evidenced Based Practices in Community Lay Health Workers*

### **Grant Funding**

1. Currently funded project: Home-based Integrated Physical and Mental Health Self-Management Training for Older Vulnerable Populations by Direct Service Workers – Adaptation of program and initial program development.
2. Grant submitted and under review (TBA March 2018): Home-based Integrated Physical and Mental Health Self-Management Training for Older Vulnerable Populations by Direct Service Workers – Implementation and feasibility project with 10 consumers.

**CURRICULUM VITAE**  
**MICHAEL D McNAMARA, DO, FACN**

**PROFESSIONAL LICENSURE AND CERTIFICATION**

NH Medical License- #16646

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

DEA Certificate –FM4408729  
XM4408729

**EDUCATION**

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

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

Internship: Michigan Health Center, Detroit, Michigan, 1989

Psychiatric Residency: Adult Mental Health Hospital, Woodward Avenue, Detroit,  
Michigan, July 1989-June1992

**EDUCATIONAL CONFERENCES**

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

## **PROFESSIONAL MEMBERSHIPS**

American Osteopathic Association

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

New Hampshire Osteopathic Association

American Psychiatric Association

American Osteopathic Academy of Addiction Medicine

## **POSITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board Officer VSAOPS 1998-2005

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

Officer Medical staff executive committee North Country Hospital 2002-2007

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

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

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

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

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

### CLINICAL INTERESTS

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

### REFERENCES on request.

Curriculum Vitae

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Michael Daniel McNamara, DO.

**THE MENTAL HEALTH CENTER OF GREATER MANCHESTER**  
**Contract SS-2019-DBH-02-PROHE-03**

Key Personnel

| Name             | Job Title  | Salary       | % Paid from this Contract | Amount Paid from this Contract |
|------------------|--|--------------|---------------------------|--------------------------------|
| William Rider    | President/Chief Executive Officer                | \$ 160,050   | 1.25%                     | \$ 2,000.62                    |
| Patricia Carty   | Executive Vice President/Chief Operating Officer | \$ 111,654   | 4.0%                      | \$ 4,466.16                    |
| Margaret Almeida | Program Director                                 | \$ 67,974.40 | 100 %                     | \$ 67,974.40                   |
| Michael McNamara | VP / Chief Medical Officer                       | \$187,416.32 | 1.00 %                    | \$ 1,874.16                    |
|                  |  |              |                           |                                |