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

Lori A. Shibley
 Commissioner

Katja S. Fox
 Director

129 PLEASANT STREET, CONCORD, NH 03301
 603-271-9544 1-800-852-3345 Ext. 9544
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August 23, 2021

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** amendments with the Contractors listed in **bold** below to continue providing Rapid Response crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, as well as healthcare professionals, by exercising contract renewal options by increasing the total price limitation by \$562,080 from \$3,764,580 to \$4,326,660 and extending the completion dates from August 19, 2021 to May 31, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Northern Human Services	177222	Conway, Region 1	\$454,235	\$0	\$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	\$454,235	\$0	\$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)

Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$346,390	\$0	\$346,390	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$454,235	\$0	\$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
Monadnock Family Services	177510	Keene, Region 5	\$346,390	\$0	\$346,390	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
Greater Nashua Mental Health	164112	Nashua, Region 6	\$173,195	\$281,040	\$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T)
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	\$173,195	\$281,040	\$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T)
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$454,235	\$0	\$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
Community Partners of Strafford County Foundation	177278	Dover, Region 9	\$454,235	\$0	\$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)

The Mental Health Center for Southern New Hampshire	174116	Derry Region 10	\$454,235	\$0	\$454,235	O (G/A) 6/23/2020 (EC) 7/15/2020 (Info Item #T) A1 08/18/2021 (Item #34)
		Total:	\$3,764,580	\$562,080	\$4,326,660	

Funds are available in the following accounts for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the fully executed contract documents were not received in time for Governor and Executive Council approval to prevent the current contracts from expiring. The Contractors were unable to obtain signatures on time for the contract documents due to changes in and unanticipated absences of key personnel.

This request represents two (2) of the ten (10) agreements being amended. Eight (8) of the ten (10) were amended as approved by the Governor and Executive on August 18, 2021 (Item #34).

The purpose of this request is for the Contractors to continue providing crisis intervention services, mental health and substance use disorder treatment, and other related recovery supports to youth and adults who are under or uninsured and are impacted by COVID-19, as well as healthcare professionals.

Due to the COVID-19 pandemic, people with serious mental illness, youth with serious emotional disturbance, general citizens, and health care professionals continue to experience new behavioral health challenges or exacerbations of current symptoms, including increases in depression, anxiety, trauma and grief. The Contractors provide crisis stabilization services to individuals, including those who are under or uninsured and otherwise may not have access to affordable care.

The Contractors have increased the capacity of the New Hampshire community mental health system to respond to individuals experiencing behavioral health crises who have been impacted by the COVID-19 pandemic, using evidence-based practices. New and existing staff have received, and will continue to receive, training on COVID-19-related treatment adaptations, including safety and telemedicine; guideline-based crisis intervention; and trauma-informed care. The Contractors will refer individuals in need of longer-term services to other evidence-based practices.

The Department continues to monitor contracted services by:

- Actively and regularly collaborating with the vendors to, improve results and adjust program delivery and policy based on successful outcomes.
- Requesting key data and metrics that include demographic, performance and service data.

- Participating in monthly meetings with Project Directors to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2 of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for approximately eight-and-a-half (8.5) months of the two (2) years available.

Should the Governor and Council not authorize this request, individuals who are experiencing mental health crises due to COVID-19 may not have access to necessary stabilization services and will be at an increased risk for utilization of more costly services in emergency departments, psychiatric hospitals and long-term care facilities.

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,



Lori A. Shibinette
Commissioner

Fiscal Details for Rapid Response Contracts

05-05-02-022010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
		Subtotal		454,235.00	-	454,235.00

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
		Subtotal		454,235.00	-	454,235.00

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	173,195.00		173,195.00
		Subtotal		346,390.00	-	346,390.00

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
		Subtotal		454,235.00	-	454,235.00

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	173,195.00		173,195.00
		Subtotal		346,390.00	-	346,390.00

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00
		Subtotal		173,195.00	281,040.00	454,235.00

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911		281,040.00	281,040.00

Fiscal Details for Rapid Response Contracts

			Subtotal	173,195.00	281,040.00	454,235.00
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Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2020	102-500731	Contracts for program services	92201909	10,825.00		10,825.00
2021	102-500731	Contracts for program services	92201909	129,896.00		129,896.00
2022	102-500731	Contracts for program services	92201909	32,474.00		32,474.00
2022	074-500585	Grants for public assistance	92201911	281,040.00		281,040.00
			Subtotal	454,235.00	-	454,235.00
Total				3,764,580.00	562,080.00	4,326,660.00

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Community Council of Nashua, N.H. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020 (Informational Item T), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
May 31, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$454,235.
3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3.1 through Paragraph 3.1.3:
 3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

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

Supplemental Budget	
Line Item	Amount
Staffing	\$185,265
Fringe Benefits	\$55,579
Personal Protective Equipment, Supplies, Technology and Training	\$7,990
Data Collection	\$6,658
Indirect Costs on Clinical Services	\$24,883
Indirect Costs on Data Collection	\$665
Total	\$281,040

4. Modify Exhibit C, Payment Terms, Section 4, to read:

4. The Contractor shall submit an invoice in a form provided by the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
 - 4.1 Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.2 Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets and/or time cards, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.3 Ensure timesheets and/or time cards support employee hours worked and charged under this contract, pursuant to 45 CFR Part 75.430(i)(1).
 - 4.3. Ensure amounts in specified line items of the Original Budget are invoiced and exhausted prior to invoicing for expenses identified in the corresponding line items in the Supplemental Budget.

DS
CW

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be retroactively effective to August 19, 2021, subject to Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

8/30/2021

Date

DocuSigned by:

Katja Fox

ED9D05B04C63442

Name: Katja Fox

Title: Director

The Community Council of Nashua, N.H.

DocuSigned by:

Cynthia L Whitaker

884333A503DB451

8/30/2021

Date

Name: Cynthia L Whitaker

Title: President and CEO

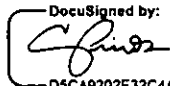
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/30/2021

Date

DocuSigned by:



D5CA9202E32C4AE

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

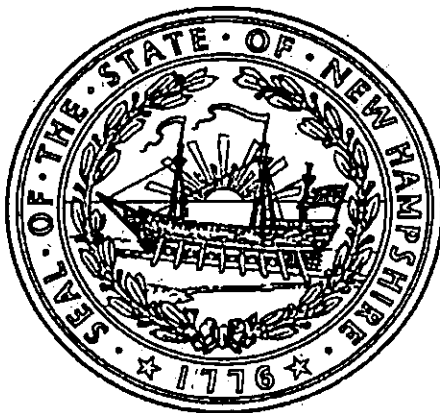
Department of State

CERTIFICATE

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

Business ID: 63050

Certificate Number: 0005369257

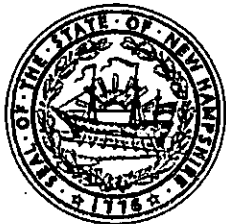


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of May A.D. 2021.

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

William M. Gardner
Secretary of State



State of New Hampshire

Department of State



Business Name : **THE COMMUNITY COUNCIL OF NASHUA, N.H.**

Business ID : **63050**

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Nonprofit Report Year
0005059370	12/21/2020	12/21/2020	Nonprofit Report	2020
0004773908	01/16/2020	01/16/2020	Annual Report Reminder	N/A
0003186377	11/09/2015	11/09/2015	Annual Report	2015
0000661057	04/14/2011	04/14/2011	Reinstatement	2010
0000661056	02/15/2011	02/15/2011	Admin Dissolution/Suspension	N/A
0000661055	10/11/2010	10/11/2010	Reminder Letter	N/A
0000661054	12/22/2005	12/22/2005	Annual Report	2005
0000661053	04/20/2001	04/20/2001	Reinstatement	2000
0000661052	02/01/2001	02/01/2001	Admin Dissolution/Suspension	N/A
0000661051	11/20/1995	11/20/1995	Annual Report	1995
0000661050	02/12/1990	02/12/1990	Annual Report	1990
0000661049	01/02/1976	01/02/1976	Annual Report	N/A
0000661048	06/01/1956	06/01/1956	Annual Report	N/A
0000661047	12/24/1923	12/24/1923	Business Formation	N/A

Trade Name Information

Business Name	Business ID	Business Status
Center for Psychiatric Advancement	542804	Expired
THE BARGAIN HUNTER	138779	Expired
Greater Nashua Mental Health Center at Community Council	604020	Active
INTEGREAT HEALTH	793678	Active
GREATER NASHUA MENTAL HEALTH	807172	Active

Name History

Name	Name Type
No Name Changes found for this business.	



State of New Hampshire

Department of State



Principal Information

Name	Title
Bettejean Neveux	Chief Financial Officer
Pamela Burns	Chairman of the Board of Directors
Diane Vienneau	Vice President
Karen Lascelle	Treasurer
Jane LaBombard	Secretary
Robert Dorf	Director
Robyn Moses-Harney	Director
Christine Furman	Director
Lisa Yates	Director
Robert Amrein	Director
Cynthia Whitaker	Chief Executive Officer

CERTIFICATE OF AUTHORITY

I, Pamela A. Burns, Board Chair, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 20, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Cynthia L. Whitaker, PsyD, MLADC, President & Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health to enter into
contracts or agreements with the State (Name of Corporation/ LLC)

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

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

Dated: 8/20/2021

Pamela A. Burns
Signature of Elected Officer
Name: Pamela A. Burns
Title: Board Chair
Greater Nashua Mental Health



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2021

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

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

PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord St Nashua NH 03064	CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: mberube@eatonberube.com														
INSURED The Community Council of Nashua NH Inc 100 West Pearl St Nashua NH 03060	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Scottsdale Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: Concord Group Ins</td> <td>14376</td> </tr> <tr> <td>INSURER C: The Lawson Group</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Co		INSURER B: Concord Group Ins	14376	INSURER C: The Lawson Group		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Scottsdale Insurance Co															
INSURER B: Concord Group Ins	14376														
INSURER C: The Lawson Group															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 657334577

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OPS1585686	11/12/2020	11/12/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$												
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			20038992	11/12/2020	11/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMS0028329	11/12/2020	11/12/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$												
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20210000446	1/15/2021	1/15/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 5%;">PER STATUTE</th> <th style="width: 5%;">OTH-ER</th> <th style="width: 90%;">LIMIT</th> </tr> <tr> <td></td> <td></td> <td>E.L. EACH ACCIDENT \$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</td> </tr> </table>	PER STATUTE	OTH-ER	LIMIT			E.L. EACH ACCIDENT \$ 1,000,000			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			E.L. DISEASE - POLICY LIMIT \$ 1,000,000
PER STATUTE	OTH-ER	LIMIT																	
		E.L. EACH ACCIDENT \$ 1,000,000																	
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000																	
		E.L. DISEASE - POLICY LIMIT \$ 1,000,000																	
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS1585686	11/12/2020	11/12/2021	Each Claim \$5,000,000 Aggregate \$5,000,000												

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

Workers Compensation coverage: NH; no excluded officers.

NH DHHS is listed as additional insured per written contract.

CERTIFICATE HOLDER

CANCELLATION

NH DHHS
 129 Pleasant Street
 Concord NH 03301

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

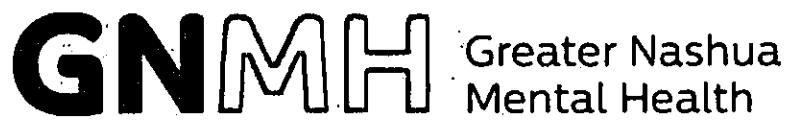
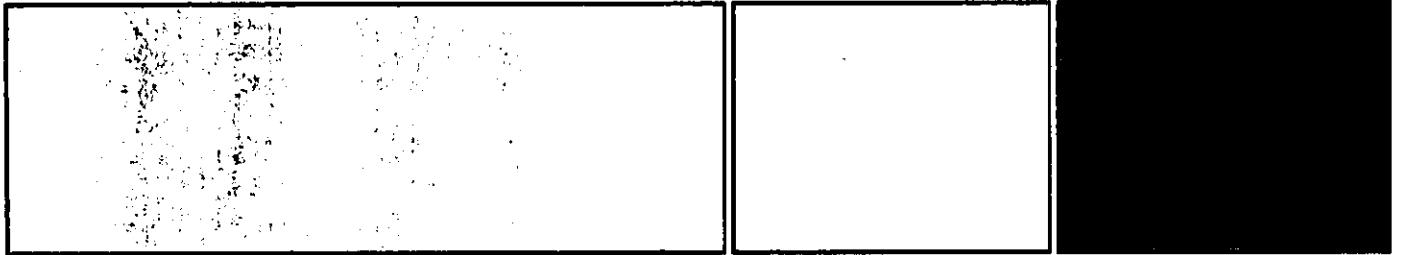
AUTHORIZED REPRESENTATIVE

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Mission Statement of Greater Nashua Mental Health

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



FINANCIAL STATEMENTS

June 30, 2020

(With Comparative Totals for June 30, 2019)

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2020, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

The Community Council of Nashua, NH, Inc.

d/b/a Greater Nashua Mental Health

Page 2

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, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited the Organization's 2019 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 23, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standard Update No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*, during the year ended June 30, 2020. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 28, 2020

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

Statement of Financial Position

**June 30, 2020
(With Comparative Totals for June 30, 2019)**

	<u>2020</u>	<u>2019</u>
ASSETS		
Cash and cash equivalents	\$ 6,340,977	\$ 2,450,691
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$376,294 in 2020 and \$868,900 in 2019	2,553,814	1,327,181
Investments	1,817,365	1,853,735
Prepaid expenses	136,015	215,098
Property and equipment, net	<u>2,926,418</u>	<u>3,051,239</u>
Total assets	<u>\$13,774,589</u>	<u>\$ 8,897,944</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 162,440	\$ 575,082
Accrued payroll and related activities	1,340,406	914,303
Estimated third-party liability	18,681	-
Accrued vacation	460,543	372,238
Deferred revenue	4,952	8,930
Notes payable, net of unamortized deferred issuance costs	<u>3,436,488</u>	<u>1,460,491</u>
Total liabilities	<u>5,423,510</u>	<u>3,331,044</u>
Net assets		
Without donor restrictions		
Undesignated	5,988,607	3,195,674
Board designated	<u>2,086,877</u>	<u>2,096,407</u>
Total without donor restrictions	8,075,484	5,292,081
With donor restrictions	<u>275,595</u>	<u>274,819</u>
Total net assets	<u>8,351,079</u>	<u>5,566,900</u>
Total liabilities and net assets	<u>\$13,774,589</u>	<u>\$ 8,897,944</u>

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

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

Statement of Activities and Changes in Net Assets

**Year Ended June 30, 2020
(With Comparative Totals for Year Ended June 30, 2019)**

	<u>2020</u>			<u>Total</u>
	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>	<u>2019</u>
Revenues and support				
Program service fees, net	\$ 14,376,614	\$ -	\$ 14,376,614	\$ 12,100,018
New Hampshire Bureau of Behavioral Health	2,766,795	-	2,766,795	2,708,454
Federal grants	1,600,936	-	1,600,936	305,915
Rental income	6,206	-	6,206	8,886
Contributions and support	129,139	-	129,139	153,665
Other	770,571	-	770,571	462,233
Net assets released from restrictions	<u>3,962</u>	<u>(3,962)</u>	<u>-</u>	<u>-</u>
Total revenues and support	<u>19,654,223</u>	<u>(3,962)</u>	<u>19,650,261</u>	<u>15,739,171</u>
Expenses				
Program services				
Children's and adolescents' services	1,840,661	-	1,840,661	1,880,533
Adult services	4,736,607	-	4,736,607	3,952,548
Elderly services	471,292	-	471,292	513,666
Deaf services	360,585	-	360,585	391,655
Substance abuse disorders	725,636	-	725,636	610,322
Medical services	1,530,051	-	1,530,051	1,572,645
Other programs	<u>1,942,359</u>	<u>-</u>	<u>1,942,359</u>	<u>1,648,908</u>
Total program services	11,607,191	-	11,607,191	10,570,277
General and administrative	5,252,649	-	5,252,649	4,370,159
Development	<u>37,602</u>	<u>-</u>	<u>37,602</u>	<u>40,834</u>
Total expenses	<u>16,897,442</u>	<u>-</u>	<u>16,897,442</u>	<u>14,981,270</u>
Income from operations	<u>2,756,781</u>	<u>(3,962)</u>	<u>2,752,819</u>	<u>757,901</u>
Other income				
Investment return, annual appropriation	41,055	3,962	45,017	40,000
Investment return, net of fees and annual appropriation	(12,158)	1,074	(11,084)	(9,341)
Realized and unrealized (losses) gains on investments	<u>(2,275)</u>	<u>(298)</u>	<u>(2,573)</u>	<u>77,271</u>
Total other income	<u>26,622</u>	<u>4,738</u>	<u>31,360</u>	<u>107,930</u>
Excess of revenues and support and other income over expenses and change in net assets	2,783,403	776	2,784,179	865,831
Net assets, beginning of year	<u>5,292,081</u>	<u>274,819</u>	<u>5,566,900</u>	<u>4,701,069</u>
Net assets, end of year	<u>\$ 8,075,484</u>	<u>\$ 275,595</u>	<u>\$ 8,351,079</u>	<u>\$ 5,566,900</u>

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

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

Statement of Functional Revenues and Expenses

Year Ended June 30, 2020

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Revenues and support and other income											
Program service fees, net	\$ 3,545,208	\$ 7,476,020	\$ 1,023,265	\$ 334,929	\$ 267,886	\$ 982,255	\$ 705,634	\$ 14,335,197	\$ 41,417	\$ -	\$ 14,376,614
New Hampshire Bureau of Behavioral Health	147,498	704,766	-	306,344	21,960	-	720,805	1,901,373	865,422	-	2,766,795
Federal grant	-	672,155	-	-	63,195	-	865,586	1,600,936	-	-	1,600,936
Rental income	-	-	-	-	-	-	-	-	6,206	-	6,206
Contributions and support	-	-	-	-	-	-	-	-	-	129,139	129,139
Other	3,294	51,892	10,238	-	457,721	18,884	624	552,653	249,278	-	801,931
Total revenues and support and other income	<u>\$ 3,696,000</u>	<u>\$ 8,904,833</u>	<u>\$ 1,033,503</u>	<u>\$ 641,273</u>	<u>\$ 820,762</u>	<u>\$ 1,001,139</u>	<u>\$ 2,292,649</u>	<u>\$ 18,390,159</u>	<u>\$ 1,162,323</u>	<u>\$ 129,139</u>	<u>\$ 19,681,621</u>

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

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

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2020

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenues and support and other income	\$ 3,696,000	\$ 8,904,833	\$ 1,033,503	\$ 641,273	\$ 820,762	\$ 1,001,139	\$ 2,292,649	\$ 18,390,159	\$ 1,162,323	\$ 129,139	\$ 19,681,621
Expenses											
Salaries and wages	1,350,806	3,072,873	355,953	240,404	535,382	1,080,542	1,269,618	7,905,578	2,878,346	16,360	10,800,284
Employee benefits	265,731	557,602	47,550	48,416	62,126	129,493	226,045	1,336,963	390,632	3,133	1,730,728
Payroll taxes	100,450	231,316	27,103	17,549	40,055	75,771	88,783	681,027	205,986	1,247	788,260
Substitute staff	-	-	-	-	-	-	-	-	8,280	-	8,280
Accounting and administrative fees	-	-	-	-	-	-	130	130	111,310	25	111,465
Legal fees	175	8,526	3,740	-	-	-	1,205	13,646	15,221	-	28,867
Other professional fees	8,303	3,243	1,893	13,921	423	222,659	47,871	298,213	126,429	7,050	431,692
Journals and publications	-	-	-	-	-	-	-	-	988	-	988
Conferences	-	-	-	75	5,508	-	2,328	7,911	3,336	-	11,247
Other staff development	409	1,666	-	255	480	-	15,794	18,604	4,736	-	23,340
Mortgage interest	-	-	-	-	-	-	-	-	77,465	-	77,465
Heating costs	-	-	-	-	-	-	-	-	19,643	-	19,643
Other utilities	-	-	-	-	-	-	-	-	97,001	-	97,001
Maintenance and repairs	-	-	-	-	-	-	-	-	198,090	-	198,090
Other occupancy costs	-	-	-	-	-	-	-	-	97,378	-	97,378
Office	6,179	9,589	151	3,298	10,787	7,996	64,344	102,344	376,344	3,552	482,240
Building and household	72	-	-	-	-	31	57	160	40,795	-	40,955
Food	110	997	-	-	174	-	333	1,614	3,132	593	5,339
Advertising	-	-	-	75	-	-	1,061	1,136	4,337	353	5,826
Printing	953	2,874	216	-	221	193	883	5,340	4,575	2,132	12,047
Communication	8,126	34,160	4,568	3,388	2,528	583	9,170	62,513	166,613	-	229,126
Postage	128	239	-	-	36	-	65	468	11,545	-	12,013
Staff	36,320	117,859	15,932	22,951	4,305	48	14,885	212,300	10,393	64	222,767
Client services	25,639	626,407	405	148	3,404	-	3,530	659,533	1,000	-	660,533
Malpractice insurance	-	1,125	-	-	-	-	-	1,125	163,369	-	164,494
Vehicle insurance	-	-	-	-	-	-	-	-	2,268	-	2,268
Property and liability insurance	-	375	-	-	-	-	-	375	66,852	-	67,227
Other interest	-	-	-	-	-	-	-	-	4,832	-	4,832
Depreciation	36,756	62,084	13,791	10,105	26,214	12,835	44,894	206,679	62,169	3,043	271,891
Equipment rental	-	-	-	-	-	-	-	-	51,210	-	51,210
Equipment maintenance	-	-	-	-	-	-	-	-	4,786	-	4,786
Membership dues	504	-	-	-	-	-	3,653	4,157	37,368	50	41,565
Other	-	5,672	-	-	33,993	-	147,710	187,375	6,260	-	193,625
Total expenses before allocation	1,840,661	4,736,607	471,292	360,585	725,636	1,530,051	1,942,359	11,607,191	5,252,649	37,602	16,897,442
General and administrative allocation	1,074,411	2,516,756	316,842	146,976	294,272	(528,912)	268,876	4,089,221	(4,089,851)	630	-
Total expenses	2,915,072	7,253,363	788,134	507,561	1,019,908	1,001,139	2,211,235	15,696,412	1,162,798	38,232	16,897,442
Change in net assets	\$ 780,928	\$ 1,651,470	\$ 245,369	\$ 133,712	\$ (199,146)	\$ -	\$ 81,414	\$ 2,693,747	\$ (476)	\$ 90,907	\$ 2,784,179

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

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

Statement of Cash Flows

**Year Ended June 30, 2020
(With Comparative Totals for Year Ended June 30, 2019)**

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Change in net assets	\$ 2,784,179	\$ 865,831
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	272,738	265,718
Net realized and unrealized (losses) gains on investments	2,573	(77,271)
Provision for bad debt	804,899	1,763,837
Changes in operating assets and liabilities		
Accounts receivable	(2,031,535)	(1,261,563)
Prepaid expenses	79,083	(37,899)
Accounts payable and accrued expenses	(370,079)	407,847
Accrued payroll and related expenses and vacation	514,408	592,249
Estimated third-party liability	18,681	(950,075)
Deferred revenue	<u>(3,978)</u>	<u>8,930</u>
Net cash provided by operating activities	<u>2,070,969</u>	<u>1,577,604</u>
Cash flows from investing activities		
Purchases of investments	(1,037,608)	(561,223)
Proceeds from the sale of investments	1,071,406	547,987
Purchase of property and equipment	<u>(189,631)</u>	<u>(486,724)</u>
Net cash used by investing activities	<u>(155,833)</u>	<u>(499,960)</u>
Cash flows from financing activities		
Principal payments on notes payable	(77,134)	(91,087)
Borrowings under the Paycheck Protection Program (PPP)	<u>2,052,284</u>	<u>-</u>
Net cash provided (used) by financing activities	<u>1,975,150</u>	<u>(91,087)</u>
Net increase in cash and cash equivalents	3,890,286	986,557
Cash and cash equivalents, beginning of year	<u>2,450,691</u>	<u>1,464,134</u>
Cash and cash equivalents, end of year	<u>\$ 6,340,977</u>	<u>\$ 2,450,691</u>
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	<u>\$ -</u>	<u>\$ 42,563</u>

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

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

Notes to Financial Statements

June 30, 2020

(With Comparative Totals for June 30, 2019)

Organization

The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Elderly Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

1. Summary of Significant Accounting Policies

Recently Adopted Accounting Pronouncement

In July 2018, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB Accounting Standards Codification (ASC) Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization during the year ended June 30, 2020 and is reflected in the accompanying financial statements. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

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

The financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its financial position and activities according to the following net asset classification:

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

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

Notes to Financial Statements

June 30, 2020
(With Comparative Totals for June 30, 2019)

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities and changes in net assets.

All contributions are considered to be available for operational use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as donor restricted support that increases that net asset class. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, donor restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as donor restricted support and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2019 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

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

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

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

Notes to Financial Statements

**June 30, 2020
(With Comparative Totals for June 30, 2019)**

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectability 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. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the trade accounts receivable.

Investments

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

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

- Increases (decreases) in net assets with donor restrictions if the terms of the gift require that they be maintained with the corpus of a donor restricted endowment fund;
- Increases (decreases) in net assets with donor restrictions if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in net assets without donor restrictions in all other cases.

Property and Equipment

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

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

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are allocated based on client service revenue related to services by department.

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

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June 30, 2020
(With Comparative Totals for June 30, 2019)

Estimated Third-Party Liability

The Organization's estimated third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. During 2020, minimum threshold levels were waived by the Managed Care Organizations (MCO's) and therefore, management has not recognized a potential repayment for services provided during 2020.

During 2020, management was notified by the MCO's that the Organization did not meet the minimum threshold levels for services provided in 2019 and as a result owe the MCO's a total of \$18,681.

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, 2020 and 2019. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 28, 2020, which is the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

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

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

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

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
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**June 30, 2020
(With Comparative Totals for June 30, 2019)**

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

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents available for operations	\$ 5,795,870	\$ 1,933,201
Accounts receivable, net	<u>2,553,814</u>	<u>1,327,181</u>
Financial assets available to meet general expenditures within one year	<u>\$ 8,349,684</u>	<u>\$ 3,260,382</u>

Cash and cash equivalents in the statement of financial position includes amounts that are part of the endowment and board-designated funds reserved for future capital expenditures, and thus are excluded from the above table.

The Organization's Board of Directors has designated a portion of its resources without donor-imposed restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Directors.

The Organization has an available line of credit of \$1,000,000 which was fully available at June 30, 2020. See Note 8.

3. Program Service Fees and Concentrations of Credit Risk

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 80% and 86% of the Organization's net program service fees for 2020 and 2019, respectively. Net revenues from the Medicaid program accounted for approximately 9% of the Organization's net program service fees for 2020 and 2019, respectively.

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
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**June 30, 2020
(With Comparative Totals for June 30, 2019)**

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

	<u>2020</u>	<u>2019</u>
Private pay	\$ 2,209,648	\$ 2,126,075
Medicaid	1,385,623	1,884,686
Medicare	1,907,288	1,084,336
Other payers	1,186,399	809,579
Managed care	<u>21,265,156</u>	<u>18,831,992</u>
	<u>27,954,114</u>	<u>24,736,668</u>
Less: Contractual adjustments	(5,048,686)	(4,306,382)
Capitation adjustments	(7,723,915)	(6,566,431)
Provision for bad debt	<u>(804,899)</u>	<u>(1,763,837)</u>
	<u>(13,577,500)</u>	<u>(12,636,650)</u>
Program service fees, net	\$ <u>14,376,614</u>	\$ <u>12,100,018</u>

The decrease in bad debt expense in 2020 as compared to 2019 is primarily due to improved collection efforts as a result of the Organization concentrating on reducing Lapsed Medicaid exposure.

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>2020</u>	<u>2019</u>
Government grants	58 %	30 %
Private pay	10	24
Medicaid	11	21
Medicare	8	4
Other	6	7
Managed care	<u>7</u>	<u>14</u>
	<u>100 %</u>	<u>100 %</u>

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Notes to Financial Statements

**June 30, 2020
(With Comparative Totals for June 30, 2019)**

4. Investments

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

	<u>2020</u>	<u>2019</u>
Common stocks	\$ 744,873	\$ 738,894
Equity mutual funds	215,908	258,423
U.S. Treasury bonds	503,538	487,623
Corporate bonds	244,045	255,204
Corporate bond mutual funds	<u>109,001</u>	<u>113,591</u>
	<u>\$ 1,817,365</u>	<u>\$ 1,853,735</u>

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

5. Fair Value of Financial Instruments

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

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

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

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Notes to Financial Statements

**June 30, 2020
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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>2020</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Common stocks	\$ 744,873	\$ -	\$ 744,873
Equity mutual funds	215,908	-	215,908
U.S. Treasury bonds	503,538	-	503,538
Corporate bonds	-	244,045	244,045
Corporate bond mutual funds	<u>109,001</u>	<u>-</u>	<u>109,001</u>
	<u>\$ 1,573,320</u>	<u>\$ 244,045</u>	<u>\$ 1,817,365</u>
	<u>2019</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Total</u>
Common stocks	\$ 738,894	\$ -	\$ 738,894
Equity mutual funds	258,423	-	258,423
U.S. Treasury bonds	487,623	-	487,623
Corporate bonds	-	255,204	255,204
Corporate bond mutual funds	<u>113,591</u>	<u>-</u>	<u>113,591</u>
	<u>\$ 1,598,531</u>	<u>\$ 255,204</u>	<u>\$ 1,853,735</u>

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

6. Property and Equipment

Property and equipment consists of the following:

	<u>2020</u>	<u>2019</u>
Land, buildings and improvements	\$ 5,659,096	\$ 5,539,240
Furniture and equipment	338,588	318,374
Computer equipment	285,083	278,083
Software	706,407	706,407
Vehicles	<u>33,191</u>	<u>33,191</u>
	7,022,365	6,875,295
Less accumulated depreciation	<u>(4,095,947)</u>	<u>(3,824,056)</u>
Property and equipment, net	<u>\$ 2,926,418</u>	<u>\$ 3,051,239</u>

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7. Endowment

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

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) as allowing the Organization to spend or accumulate the amount of an endowment fund that the Organization determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift agreement. As a result of this interpretation, the Organization has included in net assets with perpetual donor restrictions (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) the accumulation to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions. The Organization has interpreted the Act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions.

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

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

Spending Policy

Effective for the year ended June 30, 2020, the Organization implemented a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous twelve quarters ending June 30 of the prior fiscal year. In 2019, the Board of Directors elected to forego the newly adopted spending policy until 2020. In 2020 and 2019, the Board of Directors approved an appropriation of \$45,017 and \$40,000, respectively, to support current operations.

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Return Objectives and Risk Parameters

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

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2020 and 2019.

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2020 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 275,595	\$ 275,595
Board-designated endowment funds	<u>1,586,877</u>	<u>-</u>	<u>1,586,877</u>
	<u>\$ 1,586,877</u>	<u>\$ 275,595</u>	<u>\$ 1,862,472</u>

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The changes in endowment net assets for the year ended June 30, 2020 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, June 30, 2019	\$ 1,596,406	\$ 274,819	\$ 1,871,225
Investment return	26,622	4,738	31,360
Amount appropriated for expenditure	(41,055)	(3,962)	(45,017)
Appropriated funds not drawn from investments	<u>4,904</u>	<u>-</u>	<u>4,904</u>
Endowment net assets, June 30, 2020	<u>\$ 1,586,877</u>	<u>\$ 275,595</u>	<u>\$ 1,862,472</u>

The endowment net asset composition by type of fund as of June 30, 2019 was as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 274,819	\$ 274,819
Board-designated endowment funds	<u>1,596,406</u>	<u>-</u>	<u>1,596,406</u>
	<u>\$ 1,596,406</u>	<u>\$ 274,819</u>	<u>\$ 1,871,225</u>

The changes in endowment net assets for the year ended June 30, 2019 were as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Endowment net assets, June 30, 2018	\$ 1,544,023	\$ 259,272	\$ 1,803,295
Investment return	92,383	15,547	107,930
Amount appropriated for expenditure	<u>(40,000)</u>	<u>-</u>	<u>(40,000)</u>
Endowment net assets, June 30, 2019	<u>\$ 1,596,406</u>	<u>\$ 274,819</u>	<u>\$ 1,871,225</u>

**THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
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8. Debt Obligations

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of TD base rate plus 0.00%. Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2020 or 2019. The line of credit agreement has a maturity date of February 28, 2021.

Notes Payable

The Organization had the following notes payable:

	<u>2020</u>	<u>2019</u>
Note payable to TD Bank. Under the terms of the note payable, monthly principal and interest payments of \$8,114 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.33%; collateralized by mortgaged property. Subsequent to year end, the Board of Directors approved repayment in full on the remaining balance on the note payable to TD Bank.	\$ 783,536	\$ 836,858
Note payable to TD Bank. Under the terms of the note payable, monthly principal and interest payments of \$4,768 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.35%; collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority. Subsequent to year end, the Board of Directors approved repayment in full on the remaining balance on the note payable to TD Bank.	601,005	624,817
PPP loan to TD Bank borrowed in April 2020 obtained under a provision of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). A portion or all of the PPP loan will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid over two years at a fixed interest rate of 1%. On October 23, 2020, management submitted its application for forgiveness and has yet to receive approval. This loan is unsecured.	<u>2,052,284</u>	<u>-</u>
	3,436,825	1,461,675
Less: unamortized deferred issuance costs	<u>(337)</u>	<u>(1,184)</u>
Total notes payable, net of unamortized deferred issuance costs	<u>\$ 3,436,488</u>	<u>\$ 1,460,491</u>

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The scheduled maturities on notes payable are as follows:

2021	\$ 917,917
2022	1,302,222
2023	90,972
2024	1,125,714

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, 2020.

9. Commitments and Contingencies

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2020, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

10. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017, the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. Effective July 1, 2019, the Organization increased the matching contribution to 100% of employee deferrals up to 5% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2020 and 2019. Expenses associated with this plan were \$282,823 and \$141,033 for the years ended June 30, 2020 and 2019, respectively.

11. Uncertainty

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

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The U.S. government has responded with three phases of relief legislation; as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the CARES Act, a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding



BOARD OF DIRECTORS 2021

ROBERT S. AMREIN, Esquire

- *Retired: Attorney / Consultant*

Hudson, NH

RAYMOND BROUSSEAU

- BAE Systems

Nashua, NH

PAMELA BURNS – Chair

- *Dental Hygienist*

Nashua, NH

ROBERT DORF, DO

- *Chief Medical Officer
Southern New Hampshire Health*

Nashua, NH

CHRISTINE FURMAN

- *Retired: Financial Management
(2-Term) NH State Representative*

Hollis, NH

JONE LABOMBARD – Secretary

- *Retired Educator*

Hollis, NH

KAREN LASCELLE, CPA – Treasurer

- *Certified Public Accountant*

Nashua, NH

ROBYN MOSES-HARNEY

- *Vice President of Human Resources,
PlaneSense, Inc., Portsmouth*

Hudson, NH

ELIZABETH SHEEHAN

- *Director, HR Solution Delivery Hub No. America,
Iron Mountain*

Litchfield, NH

MARY ANN SOMERVILLE

Litchfield, NH

- *Retired: Software design, development, support*

DIANE VIENNEAU - Vice Chair

Nashua, NH

- *NH Department of Education, Nashua*

LISA YATES

Nashua, NH

- *NH Department of Education, Nashua*

BETTEJEAN NEVEUX

FINANCIAL & MANAGERIAL STRATEGIST



SKILLS

Budgeting & Forecasting
Analysis & Reporting
Ethics & Compliance
Strategic Planning
Team Leadership
Project Management
Accountability
Improving Efficiency
Business Systems
Risk & Resource Management
Presentations
Active Listening

EDUCATION

MASTER'S DEGREE
Business Administration
Southern New Hampshire
University
2009 - 2011

BACHELOR OF SCIENCE
Accounting
Franklin Pierce College
1998 - 2000

LICENSES & CERTIFICATIONS

CERTIFIED MANAGEMENT
ACCOUNTANT
License #51807

CANDIDATE
Certified Public Accountant
Anticipated: 05/2018

PROFESSIONAL PROFILE

A financial professional with over ten years of managerial and administrative experience in a diverse set of industries and with a proven record of innovation and leadership. With a focus on continuous improvement and a holistic approach, I am able to reach strategic goals through the use of collaboration, technology and grit. Leading by example, I have successfully restored confidence and respect in financial departments while focusing on customer service and a commitment to the corporate mission.

EXPERIENCE

BUSINESS AFFAIRS OFFICER/CFO

Manchester Community College/March 2014 - October 2015

As a member of the President's Cabinet and Leadership Team, developed policies and procedures to allow the College to meet its mission and strategic focus. Successfully managed an overall budget of \$22 million by working with department managers over 60 different departments. Directed all institutional operations including accounting & finance, facilities, campus safety, capital projects as well as risk management. Mentored eight (8) direct reports and a total of 29 total employees in the areas of finance, maintenance, safety, reception and stockroom. Participated in system-wide CFO meetings as well as Finance Committee meetings on behalf of the College.

- Developed a more collaborative and positive annual budget process during a period of revenue decline. Presented audience appropriate updates and pro forma statements throughout year to campus leadership, BOD, staff & faculty and advisory committees.
- Greatly increased accuracy of financial reporting and adherence to GAAP through the realignment of cost departments, and improvements to the data structure within Banner Finance.
- Created financial models and tools that allowed management and department leaders to project financial impacts of various enrollment scenarios.
- Increased fee revenue by 10% following thorough financial analysis.
- Overhauled campus safety systems and procedures to better ensure the safety of students, staff, faculty and visitors. Improvements included; a remote door locking system, camera and surveillance upgrades, rekeying of the entire campus and the installation of security software.
- Implemented software that enabled the facilities department to capture and analyze workforce data that would allow management to identify and capitalize on potential personnel efficiencies and better plan for deferred maintenance.
- Introduced the concept of long-term forecasts for the benefit of strategic budgeting.
- Re-engineered adjunct contract process, improving accuracy by 75%.
- Implemented P-Card program to over 50 users.
- Verified donor and grant funding spent in accordance with donor intent or grant guidelines.
- Provided ongoing feedback to subordinates and created development plans that encouraged growth and satisfaction for each employee.

BETTEJEAN NEVEUX

FINANCIAL & MANAGERIAL STRATEGIST

TECHNICAL SKILLS

Microsoft Office Suite
Advanced Excel
Banner,
Salesforce
Conga Reporting
Blackbaud
Dashboards
Sage MIP, MAS90
QuickBooks
Graphical representations
SchoolDude

MEMBERSHIPS & AFFILIATIONS

Notary Public
Institute of Management
Accountants
Delta Mu Delta

VOLUNTEER EXPERIENCE

Rape and Domestic Crisis
Center/ Treasurer
1992 - 1994

EXPERIENCE continued

VICE PRESIDENT FOR FINANCE AND ADMINISTRATION

New Hampshire Association for the Blind/September 2011 - May 2014

Collaborated with other members of management to review, select and monitor organizational opportunities. Managed all financial and administrative matters including, HR, IT, and facility functions.

- Managed \$2.5 million annual budget process and provided monthly financials and respective analysis to Board of Directors and Management Team.
- Improved the financial story through the creation of visual dashboards supplementing the monthly financial package.
- Ensured proper application of investment and spending policies to the organization's \$7 million endowment and Charitable Gift Annuities.
- Reduced Life and LTD costs by 60% and other contractual expenses by 50% through re-negotiations with vendors.
- Prepared all year-end audit schedules, maintained all supporting documentation for 990 filing, and completed monthly and annual reconciliations.
- Calculated annual compensation from endowment fund and other donor restricted funds.
- Mapped and managed data conversion of client data from legacy system to Salesforce.com and designed an automatic invoicing system resulting in personnel savings through work efficiencies.
- Enhanced data integrity and improved financial reporting through improvements to the GL structure and updated financial software.

ACCOUNTANT

New Hampshire Association for the Blind/November 2005 - September 2011

Performed all accounting duties for the organization including payroll, A/R, A/P as well as providing IT and HR support. As part of a succession plan and expected assumption of VPFA position, progressive responsibilities included completion of the monthly close process, preparation of year end schedules for annual audit and 990 preparation.

DEPARTMENT SECRETARY/ADMISSIONS COORDINATOR

Catholic Medical Center/August 1996 - October 2004

While performing all duties relative to being a stay at home Mom, I worked in the healthcare industry to take advantage of the weekend and evening hours. In this role, I performed all administrative duties within the admissions, emergency and maternity departments for catholic medical center. Utilized customer service, listening and time management skills to ensure excellent patient care.

CONSUMER LOAN RECOVERY MANAGER

First New Hampshire Bank/September 1990 - May 1996

Managed all collection efforts for the recovery of charged off funds related to the consumer loan portfolio. Directed a staff of six (6) and assigned outside legal counsel and collection agencies ensuring greatest recovery of funds.

CHRISTOPHER PURINGTON

HONORS

NH State Rehabilitation Council Chair 2020-Present, Member 2016-Present
NH Small Business Development Center Advisory Board Member 2011-2016
US Small Business Administration (SBA) 2011 NH Business Champion

SKILLS

Business Development

Marketing
Program Development
Resource Development

Leadership

Entrepreneurship
Organizational Change
Strategic Planning

Operations

Budget Management
Nonprofit Administration
Project Management

EXPERIENCE

GRANITE STATE INDEPENDENT LIVING (GSIL) – Concord, NH

Statewide nonprofit that provides community services

Senior Vice President of Programs 2020 – Present

Vice President of Community Economic Development 2015 – 2020

Director of Business Development 2011 – 2015

- Lead a \$17 million statewide community services department that serves 1,800 people, and is comprised of 75 corporate staff, 600 direct support staff, and diverse programs, grants & contracts including personal care, nursing facility transition, employment, education, benefits counseling, transportation, home access modification, peer support, advocacy, and service coordination.
- Secured and successfully implemented a \$2.2 million Dept. of Education contract, including partnerships with the Community College System of NH and 50+ statewide school districts, to provide work-based learning services for 1,000+ at-risk high school students throughout NH.
- Manage the department budget and develop new financial strategies, which resulted in a \$500,000 deficit improving to a \$100,000 surplus and program revenue increasing by more than \$1 million.
- Develop significant funding resources necessary to increase community impact and respond to unmet community need through the following sources: foundations, school districts, Social Security Admin., US & NH Dept. of Education, US & NH Dept. of Health and Human Services, US & NH Dept. of Transportation, Medicaid, Managed Care, US Dept. of Veterans Affairs, and community giving.
- Strategize and partner with key stakeholders, state and federal agencies, state and US legislature, the Governor's office, and other elected officials to accomplish key strategic plan priorities.
- Oversee staff development efforts and coaching for continual improvement of performance.
- Implement policies and procedures necessary for program quality and integrity that ensure compliance with federal and state funding sources and regulations.
- Directed agency wide marketing efforts. This includes a new outreach campaign that increased annual employment services revenue by \$200,000, and a new care attendant recruitment digital campaign that delivered more than 10% of all new hires, supporting \$1.5M in Medicaid revenue.

HEALTHY BODY HEALTHY LIFE – Auburn, NH

2009 – Present

Nutrition, fitness & health coaching and employee wellness consulting

Project Manager

- Manage digital marketing and strategic planning projects for healthybodyhealthylife.com.

GATEWAYS COMMUNITY SERVICES – Nashua, NH

2009 – 2011

Regional nonprofit that provides disability and senior services

Project Manager/Web Marketing Manager

- Managed Medicaid Infrastructure Grant efforts to evolve statewide employment programs, benefits counseling, and vocational training models.
- Facilitated the workforce development coalition, which was a collaboration of regional service providers, stakeholders and related government agencies for professional development and the advancement of employment service delivery.
- Directed small business and economic development program creation and replication, business relationships, contracts, and budgets.
- Developed a customer portal for clients to access statements, submit electronic forms, communicate with customer agents, and increase customer service productivity and efficiency in a secure online environment.
- Managed company wide digital marketing including email marketing and social media. This included developing and administering an online community membership site for the Autism Center to connect families and promote therapy services.

GEARBOX RACQUETBALL – San Diego, CA

2007 – 2013

International athletic equipment manufacturer

Sponsored Athlete & Marketing Representative

- Volunteered to coach junior racquetball athletes.
- Marketed company's product line by running demos and competing on the professional tour.
- Ranked 48th on the International Racquetball Tour for the '05–'06 season.

COMMUNITY BRIDGES – Concord, NH

2007 – 2008

Regional nonprofit that provides disability and senior services

Career Development Specialist

- Created and managed the Vocational Department, which included administering funding relationships, directing service provision, supervising staff, and leading trainings.
- Coached job seekers, including clients with forensic backgrounds, and consulted with staff, management, and partner agencies in the areas of employment law, staffing, training, and benefits to support client career goals.
- Developed relationships with businesses and staffing agencies to make supportive and sustainable job placements.

EDUCATION

Leadership Greater Manchester– Manchester Chamber of Commerce

In progress

Certificate in Community Rehabilitation Education – VIRGINIA COMMONWEALTH UNIV.

Focus on mental health

Lean Green Belt Certification – MORE EFFECTIVE CONSULTING

Focus on continual business process improvement

B.A. in Psychology – UNIVERSITY OF NEW HAMPSHIRE

Cynthia L. Whitaker, Psy.D.

Education:

Antioch New England Graduate School, Keene, NH
Psy.D. in Clinical Psychology, 2006

University of New Hampshire at Manchester, Manchester, NH
Certificate in Sign Language Interpretation, 2004

Rhode Island College, Providence, RI
B.A. in Psychology and Communications with Honors, 1995
Communications emphasis in Speech and Hearing Sciences

Clinical Experience:

Riverbend Community Mental Health Henniker, NH 8/05-present
Child and Family Therapist

Presently engaged in working with a multidisciplinary team that provides mental health services to children and their families. Position includes provision of individual therapy, family therapy, case management, and advocacy. Coordination with other providers and schools is also involved in the position. Psychology post-doctorate supervision received from 4/06 through present.

Moore Center Services Manchester, NH 12/02-6/05
MIMS Worker/Supervisor

Provided Mental Illness Management Services (MIMS) to children and adults diagnosed with both a mental illness and a developmental disability. Responsibilities included supervising part-time staff, managing staff schedules, other administrative duties, and direct support of consumers involving teaching symptom management strategies and social skills as directed by consumers' treatment plans.

University at Albany Counseling Center Albany, NY 7/01-7/02
Ellis Hospital Mental Health Clinic Schenectady, NY
Pre-doctoral Intern in Psychology

APPIC accredited internship with focused training in two distinct settings, a university counseling center and a community mental health center. Core activities included intake assessment and referral, individual and group psychotherapy, crisis intervention in role as "psychologist of the day," individual supervision of second year doctoral student, group supervision of undergraduate peer trainers, and psychological assessment. Also received advanced training on the Rorschach Inkblot Procedure. Training at community mental health center focused on assessment and therapy with adults diagnosed with major mental illness and/or personality disorders in an outpatient setting.

C. Whitaker 2

**Monadnock Developmental Services
Group Facilitator****Keene, NH****8/99-6/01**

Responsible for co-facilitating a monthly group for children who have a sibling with some type of physical or developmental disability, such as autism, leukemia, or cerebral palsy. The group included both expressive and process components and dealt with topics such as roles within a family and shame.

Wediko Children's Services**Windsor, NH****9/00-6/01****Assistant Teacher (AmeriCorps Position)**

Intensive diagnostic and treatment program that utilizes assessment, education, and behavioral intervention with males ranging in age from 8 to 18 who have emotional and/or behavioral challenges. Responsibilities included assisting lead teacher with academic material presented in classroom, teaching elective classes, implementing Individualized Education Plans (IEPs), and carrying out other duties necessary to maintain the therapeutic milieu of the residential school.

Psychological Services Center**Keene, NH****8/99-5/01****Administrative Assistant**

Assisted with the administration of a psychology training clinic, including managing billing clients and insurance agencies and coordinating referrals for service. Also involved in the instruction of first year students with the usage of scoring templates for the MMPI-2 and other testing materials owned by the clinic.

Antioch New England Graduate School**Keene, NH****Fall 2000****Teaching Assistant for Fundamental Clinical Skills I and II**

Provided instruction to first year doctoral level students on utilizing confrontation in therapy and on giving mental status examinations. Facilitated small groups of students practicing and learning about beginning counseling and assessment techniques. Also responsible for reading papers and providing feedback to students about their developing skills.

Psychological Services Center**Keene, NH****7/99-6/00****PSC Clinician**

Pre-doctoral practicum experience involving working with adults, families, and children in an outpatient setting. Received specialized training in cardiac rehabilitation, counseling parents, conducting learning disability assessments, and working with people with eating disorders.

New Hampshire Hospital**Concord, NH****9/98-5/99****Psychology Extern**

Pre-doctoral training in assessment and therapy with adults diagnosed with major mental illness and/or personality disorders in an inpatient setting. Monthly seminars attended included Neuropsychology, Case Presentation, and Assessment (Rorschach). Also attended bi-weekly Grand Rounds.

C. Whitaker 3

Arbour-Fuller Hospital **S. Attleboro, MA** **10/95-2/99**
Activity Therapist /Behavior Therapy Specialist

Attended team meetings, determined rehabilitation goals for treatment plans, supervised activity therapy intake screenings, and conducted daily rehabilitation groups on a locked, acute unit for adolescents. Responsibilities also included implementing behavior plans, collecting data, and conducting different types of group therapy, on a locked, acute unit for adults with developmental disabilities.

Leadership Experience:

Beauty 4 Ashes
Member, Board of Directors **2004-present**

New Hampshire Registry of Interpreters for the Deaf
Member at Large of Executive Board **2004-2005**
Student Representative to Executive Board **2002-2004**

ASL Club at the University of New Hampshire at Manchester
President **2002-2003**

Antioch New-England Graduate School
Member, Admission Team **Spring 2000& 2001**
 Reviewed written applications of prospective students. Also conducted team and individual interviews and collaborated in final selections of students.

Research Experience:

Antioch New England Graduate School **Keene, NH** **2000-2006**
Dissertation Research
 Completed dissertation entitled *The Third Party: Psychologists' Attitudes Regarding the Use of Interpreters in Therapy*.

Antioch New England Graduate School **Keene, NH** **9/99-8/00**
Student Member of Internal Review Board (IRB)
 Attended monthly IRB meetings, read research proposals, and collaborated with other team members to provide recommendations to researchers.

Butler Hospital **Providence, RI** **12/94-9/97**
Volunteer Research Coordinator & Assistant
 Under the supervision of Caron Zlotnick, Ph.D., responsible for coordinating a research project on Adolescent Suicide Attempters and Ideators, which involved a clinical assessment and report of each adolescent. Also scored, entered, and analyzed data on patients in the Women's Treatment Program at the hospital. Position required extensive knowledge of the SAS system.

Papers and Presentations:

The Third Party: What are Psychologists' Opinions of Interpreters in Therapy.
Presented at the Region 1 Conference of the Registry of Interpreters for the Deaf.
Providence, RI. July 2006

Anxiety and Stress Management the Natural Way. Presented workshop at the Spinal
Corrective Center in Amherst, NH. May 2006

Mental Illness Management Services. Presented workshop at Riverbend Mental
Health Center for staff training purposes. May 2006

Transitions for Parents. Developed program designed to explore parental roles in
freshman transitions at the University at Albany. June 2002

Parents as Partners. Developed document providing information about college
students' use of alcohol and other drugs and parental roles in moderating that was
placed on a website for parents at the University at Albany. June 2002

Depression and Women. Presented workshop to a sorority at the University at
Albany. April 2002

Stress Management. Presented a workshop to a group of Residential Assistants on the
University at Albany campus. April 2002

Handbook of Interpreting in Mental Health Settings. Unpublished Manuscript,
University of New Hampshire at Manchester. May 2000

Family Functioning and Loneliness in Adolescent Suicide Ideators and Attempters.
Presented paper at 32nd Annual Conference of the American Association of
Suicidology. April 1999

Gender and Memory. Presented at the Fourth Annual Undergraduate Research
Conference at Rhode Island College. Spring 1995

Professional Affiliations:

American Psychological Association

APA Division 12, Clinical Psychology

APA Division 22, Rehabilitation Psychology

Special Interest Section on Deafness

New Hampshire Association of the Deaf

New Hampshire Disaster Behavioral Health Response Team (DBHRT)

Registry of Interpreters for the Deaf

New Hampshire Registry of Interpreters for the Deaf

Weare Citizens Emergency Response Team (CERT)

Languages of Fluency:

American Sign Language (ASL)

DONNA B. LENNON, MA

EDUCATION: M.A. Counseling & Psychotherapy, Rivier University, 1984.
B.S. Behavioral Sciences, *CUM LAUDE*, Hawthorne College, 1982.

EMPLOYMENT: Donna Lennon Counseling Services, LLC
Concord and Bedford, New Hampshire
Feb 1992 – July 2010 and March 2017 to present
Director of Group practice – Outpatient Services
Psychotherapy and consulting practice for Mental Health &
Substance Use Disorders. Provide comprehensive evaluations for
EAP's, schools and legal system. Required extensive collaboration
with 8 colleagues, MCO's, employers, healthcare providers and
insurers.

Easter Seals Farnum Center – August 2015 – August 2017
Clinical Director –Inpatient and Outpatient Services
As member of Sr. Leadership Team, responsible for management
of daily clinical operations including clinical supervision of inpatient
and outpatient staff. Manage IOP, Continuing Care and therapy
groups, execute treatment strategies, facilitate weekly Clinical
supervision group. Provide clinical direction for Program
Coordinators on detox, residential and outpatient units. Hire, train
and develop staff in accordance with best practices.

Gosnold on Cape Cod – Falmouth, MA – July 2010 – July 2015
Program Clinical Director
Leadership of daily operations of clinical & case management staff,
resolve challenges, develop process and performance improvement
strategies, review clinical documentation, hire, train & supervise
clinical staff conduct performance appraisals, monitor budget with
CFO, ensuring compliance with NAADAC, NBCC, HIPAA & The Joint
Commission standards, ethics and best practices for 50 bed detox.,
Write clinical programs for patients while providing extensive
collaboration with Nursing, Admissions, Utilization Review and other
Clinical Program staff at various Gosnold work sites (inpatient rehab
and outpatient).

Resource Management Consultants – Salem, NH Jul '90-Jul '91
EAP services and account management to client business &
industry, hospital & educational systems employees and their
families. Delivered supervisory training to management staff,
assessment and referral, develop Lunch n'Learn sessions for staff.

Bedford Counseling Associates – Bedford, NH 2/90-9/91

Developed, marketed and delivered training programs for local community regarding addiction, family recovery, intervention & treatment. Provided outpatient therapy for individuals, families & groups affected by trauma & addiction.

Manchester High School West – Manchester, NH 8/87 -10/89

Implemented the first formal Student Assistance Program for a student body and faculty of 1850. Established and facilitated comprehensive support groups, program budget, developed and chaired SAP Advisory Board and marketed program to ensure viability and expansion of program via Mayor and Aldermanic Committee to ALL High School AND Junior High Schools in the city of Manchester. Initiated state-wide NH-SAP Providers Group, trained "Core Team" of faculty, delivered parent education program re: addiction and recovery. Developed all brochures & marketing materials for program. ***NOMINATED*** for US Dept of Ed's "Drug Free Schools & Communities Program Award for top ten programs in the U.S.

COMPCARE/Lake Shore Hospital – Manchester, NH 12/85-5/87

Clinical Leader of Multi-disciplinary Tx Team. Facilitated delivery of quality treatment services for patients and families, supervised Tx Team, provided substance use & mental health evaluations. Developed community education programs for families affected by addiction and trauma.

**Digital Equipment Corporation – Nashua, NH & Concord, MA
March 1978 – December 1985**

HR Department Personnel Services Administrator and promoted to Personnel Specialist with Corporate HR, EE Benefits Administration, Organizational Development and EE Relations.

PROFESSIONAL AFFILIATIONS:

NH Alcohol & Drug Abuse Counselors Association
National Association of Alcohol & Drug Abuse Counselors
NH Mental Health Counselors Association
Former staff member of NH Teen Institute
Former: Manchester Aldermanic Committee on Substance Abuse

LICENSING:

Licensed Clinical Mental Health Counselor-NH
Master Licensed Alcohol & Drug Abuse Counselor-NH
Certified Advanced Alcohol & Drug Abuse Couns-MA – CADCI

PROFESSIONAL

REFERENCES: Will be furnished upon request.

Ellen Constant

WORK EXPERIENCE

Human Resources Manager

Windham Group - Manchester, NH - January 2003 to September 2015

Responsibilities

- Hired to develop the Human Resources Department for Windham Group with locations throughout New England and down the east coast to FL.
- Reported to the President of the company and was part of the Senior Leadership team to oversee the Human Resources and areas of the administration function.
- Accountable for maintaining compliance with Federal law and state laws for NH, ME, VT, MA, CT, RI, VA, PA, MD and FL.
- Responsible for all employee relation issues. Focused on training of the management team to avoid issues. Training included counseling for improved performance, appropriate documentation and reward and recognition.
- Responsible for developing, implementing and administering all HR policies and procedures which included: recruiting, new hire orientation, performance management, compensation, termination, workers comp issues, safety committee, and backup for payroll
- Recruited for all positions in New England and country wide for Ergonomists and Nurses. Used various recruiting methods to get staff in all 50 states.
- Negotiated and managed medical, dental, vision, life and disability plans for employees. Held open enrollment meetings.
- Responsible for the 401k plan and year end reporting.
- Implemented new benefits which included: flexible spending accounts, paid time off plan, anniversary recognition benefit, employee newsletter, lunch & learns and monthly spotlights.
- Rolled out companywide performance management program with quarterly reviews.
- Training and development for all managers and supervisors on various topics that included: Employee Recognition, FMLA, Federal Discrimination Laws, Documenting Disciplinary Actions, FLSA and Sexual Harassment
- Oversaw Internship program - worked with local colleges and universities for successful placement and experience.
- Assisted in the management of profit centers by training department heads on budgets, profit statements, redirecting workloads and sharing of information between each other in order to maintain profitability and appropriate gross margin.

Accomplishments

Helped to grow the company and retain excellent employees. Employee retention was 5% or below annually Implemented:

Performance management program to tie objectives to corporate goals.

Employee Engagement to connect employees to company and each other

New and better benefits to keep up with the competition

Training and development of new Supervisors and Managers

Skills Used

Listening, Approachability, Training, Communication, Interpersonal skills

Technical skills as it relates to HR fundamentals and law

Human Resources Manager

Royal & Sun Alliance - Boston, MA - September 1986 to September 2002

Responsibilities

- Partnered with 15-20 Managers and Supervisors to provide Human Resource consultation and leadership in the New England and Boston locations.
- Assisted with all employee relation issues, recruiting, benefit plans, compensation management, training & development and retirement benefits for up to 200 employees.
- Rolled out a competency based performance management system and trained supervisors, managers and employees in both plan content and tying objectives to business strategy
- Actively participated with department heads in writing performance objectives and monitoring quality performance benchmarks.
- Led HR function during acquisition of Orion Capital in Massachusetts, New Hampshire, Vermont and Maine including change facilitation, plan mergers, staffing, downsizing and office closures.
- Successfully managed the local benefits plan administration including medical/dental, 401k, employee stock purchase plans, and coordination of annual open enrollments/new benefit presentations and rollouts.
- Trained supervisors and managers on employee relations, sexual harassment, performance management and diversity.
- Oversaw all non-exempt and exempt staff in the processing units. Staffs ranged from 10-16 employees.
- Managed the hiring, cross training and performance management for the processing units.
- Exceeded goals within the unit annually

Accomplishments

Consistently helped both offices meet the combined ratio goals for the year
Oversaw over 200 employees HR needs as the HR Generalist for both offices
Assisted with the acquisition of Orion Capital

Skills Used

Interpersonal skills, Change management, Performance management, Listening skills, Solid knowledge of HR

EDUCATION

Bachelors of Science in Management

Southern NH University - Manchester, NH

SKILLS

Employee relations (10+ years), Benefits (10+ years), Recruiting (10+ years), Compensation (9 years), Training (10+ years), strategic partner (10+ years), talent acquisition (10+ years), leadership (10+ years), on boarding (10+ years), change agent (10+ years)

CERTIFICATIONS

SPHR

January 2018

SHRM

SHRM-SCP

January 2015 to January 2018

CURRICULUM VITAE

Marilou B. Patalinjug Tyner, M.D., FAPA

Employment

2003 – 2010	Outpatient Psychiatry, HBHS dba Process Strategies 376 Kenmore Drive, Danville, WV 25053
2003 – 2008	Outpatient Psychiatry, HBHS dba Process Strategies 163 Main Street, Clay, WV 25043
2008 – 2009	Tele-psychiatry for Pretera Center, Clay County based at Pretera Center, 511 Morris Street, Charleston, WV 25301
2007 – 2009	Tele-psychiatry for PsyCare, Inc. for the Potomac Highland Regional Jail and Central Regional Jail, WV
2010 – 2011	Tele-psychiatry for Pretera Center, Boone County based at Process Strategies office
2010 – 2013	Medical Director, Assessment Unit (TPC Program), Highland Hospital 300 56 th Street, Charleston, WV 25304
2007 – 2013	Psychiatry Consult for Cabin Creek Health Centers in Dawes, WV, Clendenin, WV and Sissonville, WV; Tele-psychiatry for all three sites since March 2010, based at Process Strategies office
2008 – 2013	Outpatient Psychiatry, Process Strategies 1418A MacCorkle Avenue, Charleston, WV 25303
2013 – Current	Chief Medical Officer, Highland-Clarksburg Hospital 3 Hospital Plaza, Clarksburg, WV 26301
2013 – Current	Forensic Psychiatry Unit, Highland-Clarksburg Hospital 3 Hospital Plaza, Clarksburg, WV 26301

Certification / Licensure

1987 - 1995	Physician Licensure, Philippines
2002 - 2003	Physician Licensure, State of Connecticut
2002 - 2004	Physician Limited Permit, New York
2003 - Current	Physician Licensure, West Virginia
2003 - Current	Diplomate in Psychiatry, American Board of Psychiatry and Neurology, Inc.
2005 - Current	Certification in Forensic Psychiatry American Board of Psychiatry and Neurology, Inc.
2013 - 2023	Maintenance of Certification in Psychiatry, American Board of Psychiatry and Neurology, Inc.
2015 – 2025	Maintenance of Certification in Forensic Psychiatry American Board of Psychiatry and Neurology, Inc.

Education

1983	B.S.	Psychology, University of the Philippines College of Arts and Sciences Quezon City, Philippines
1987	M.D.	University of the Philippines College of Medicine Manila, Philippines

Postdoctoral Training

1987 - 1988	Postgraduate Internship, Philippine General Hospital Manila, Philippines
1989 - 1991	Residency Training, Psychiatry Philippine General Hospital, Manila, Philippines
1991 - 1992	Chief Resident, Psychiatry Philippine General Hospital, Manila, Philippines
1998 - 2002	Residency Training, Psychiatry NYU School of Medicine, New York, NY 10016
2001 - 2002	Chief Resident, Psychiatry Outpatient Division Chief Resident (July-December 2001) Administrative Chief Resident (January-June 2002) NYU School of Medicine, New York, NY 10016
2002 - 2003	Fellowship Training, Forensic Psychiatry NYU School of Medicine, New York, NY 10016

Other Professional Positions

1993	Research Associate, Intercare Research Foundation, Inc. Metro Manila, Philippines
1993 - 1994	Research Assistant, Research Foundation for Mental Hygiene Research based at Kirby Forensic Psychiatric Center Wards' Island, NY 10035
1994 - 1998	Research Scientist, Nathan S. Kline Institute Research based at Kirby Forensic Psychiatric Center Wards' Island, NY 10035

Awards and Honors

1983	Cum Laude, BS Psychology, University of the Philippines
1983	Phi Kappa Phi Honor Society, University of the Philippines,
1983	Pi Gamma Mu Honor Society, University of the Philippines
1992	Ciba-Geigy Fellowship Grant in Administrative Psychiatry
2002	Aventis Women Leaders Fellowship, American Psychiatric Association Annual Meeting, Philadelphia

Membership in Professional Societies

2000 - 2010	Member, American Psychiatric Association
2010 - Current	Fellow, American Psychiatric Association
2002 - Current	Member, American Academy of Psychiatry and the Law
2002 - Current	Member, NYU-Bellevue Psychiatric Society
2008 - Current	Member, American Medical Association
2008 - Current	Member, West Virginia State Medical Association

Teaching Experience

1990 - 1992	Training of Trainers in Critical Incident Stress Debriefing National Program for Mental Health, Philippines
1992 - 1993	Lectures in Psychiatry for Physical Therapy Students, University of the Philippines College of Manila, Philippines
1994 - 1998	Instructor, Management of Crisis Situations for Forensics Kirby Forensic Psychiatric Center, Wards Island, New York
2001 - 2003	Clinical Instructor, New York University School of Medicine
2004 - current	Clinical Assistant Professor, West Virginia University, CAMC Department of Behavioral Medicine and Psychiatry, Charleston, WV
2015 - current	Clinical Assistant Professor, West Virginia University School of Medicine, Morgantown, WV

Research

1. Patalinjug, M.B. and Harmon R.B. (2003) Characteristics of Defendants Charged with Stalking: Preliminary Look at Referrals to the Forensics Psychiatry Clinic Three Years After the Passage of NY State Stalking Laws, Presented at the 56th Annual Meeting of the American Association of Forensic Sciences, February 20, 2004, Dallas, TX.
2. Convit, A., Wolf, O.T., de Leon, M.J., Patalinjug, M.B., Kandil, E., Caraos, C., Scherer, A., Saint Louis, L., Cancro, R. (2001). Volumetric Analysis of the Prefrontal regions: Findings in aging and schizophrenia. *Psychiatry Research: Neuroimaging Section*, 107: 61-73.
3. Hoptman, M.J., Yates, K.F., Patalinjug, M.B., Wack, R.C., and Convit, A. (1999). Clinical Prediction of Assaultive Behavior Among Male Psychiatric Patients at a Maximum-Security Forensic Facility. *Psychiatric Services*, 50: 1461-1466.
4. Patalinjug, M.B., Convit, A., Hoptman, M.J., Yates, K.F., Dunn, D., Otis, D. (1997) Staff Assaulters vs. Patient Assaulters in a Forensic Psychiatric Facility: Is there a Difference? Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
5. Convit, A., McHugh, P., de Leon, M., Hoptman, M., Patalinjug, M. (1997) MRI Volume of the Amygdala: A New Reliable Method. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
6. Hoptman, M., Convit, A., Yates, K.F., Patalinjug, M.B. (1997) Violence and Slowing of the Anterior EEG: Relationships to Impulsivity. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
7. Bengzon, A.R.A., Jimenez A.L., Bengzon M.A., Esquejo D.P., Torres M.R., Sison-Aguilar M.A., Salazar M.C., Patalinjug M.B. (1994). Programs, Process, Politics, People: The Story of the Department of Health Under the Aquino Administration, 1986-1992. Submitted to the World Health Organization, Geneva, Switzerland.
8. Jimenez A.L., Torres M.R., Marte B.G., Patalinjug M.B., Guillergan M.L. (1992) The Establishment of a Mental Health Information System at the Philippine General Hospital Department of Psychiatry, Patient Services Section: A Preliminary Study. Paper read at the 18th Annual Convention of the Philippine Psychiatric Association, Manila, Philippines.

Maureen Ryan

Qualifications Summary:

- Mission driven, results oriented leader with a strong track record of achieving goal oriented, cost effective quality outcomes
- 20 years progressive management experience in both the private and public sector
- Successful experience in project management, program design and implementation, strategic planning, and grant writing
- Excellent written and verbal communication skills and experienced in public speaking, delivering presentations and facilitating diverse groups

Professional Experience

New Hampshire Department of Health and Human Services

12/05 - present

Senior Director, Office of Human Services

6/16-present

- Responsible for providing strategic leadership, direction and administrative oversight for the Divisions of Family Assistance, Children, Youth, & Families, and Child Support Services; the Bureaus of Elderly & Adult Services, Homeless & Housing Services; and Community Based Military Programs; and the Office of Health Equity
- Oversees the administration and implementation of programs to ensure compliance with state and federal laws, regulations, and policies; programmatic efficiency and effectiveness; financial integrity and sustainability; and effective personnel and resource allocation
- Proactively identifies critical issues, actions, or decision-points impacting program administration and service delivery, such as policy change, legislative mandate, or resource need, and engages staff to fully assess the issues and impacts, proactively develop a well-supported strategic plan or response, and communicate and implement decisions timely
- Actively mentors and engages OHS senior management in supporting high quality, effective management practices by supporting skill development in motivating and leading staff, managing change, strategic planning, developing innovative solutions, effective program implementation, data-driven evaluation, and modeling and supporting a professional, accountable workforce

Administrator, Bureau of Homeless and Housing Services

8/07 – 6/16

- Direct the coordination and administration of federal and state funding of statewide homeless service contracts
- Direct all bureau activities including contract monitoring, technical assistance, strategic planning, training and regional problem-solving activities
- Coordinate planning efforts for the development of community services and new initiatives
- Serve as agency representative relative to state homeless service programs, to local, state and federal agencies

Administrator, Bureau of Improvement and Integrity

3/06 – 8/07

- Responsible for the overall management of the Continuous Improvement unit of the Bureau of Improvement and Integrity
- Direct all aspects of DHHS wide program Quality Assurance reviews including routine program evaluations, special investigations, work process analysis, and root cause analysis of specific programmatic issues
- Develop and direct projects related to Quality Improvement including facilitating interagency collaboration, system changes involving multiple divisions, organizational development issues and team building

Program Planning and Review Specialist, Bureau of Improvement and Integrity 12/05 – 3/06

- Overall management and administration of a Centers for Medicare and Medicaid Services (CMS) Real Choice Systems Change Grant
- Coordinated the start up of the department wide implementation of a comprehensive Quality Improvement effort
- Established and facilitated an ongoing, state wide stakeholder Quality Council, the goal of which is to improve communication between the state and community health service providers and elicit feedback on quality improvement initiatives

Consultant/Independent Contractor

2009-2014

NH region for Anthem EAP and Work Place Options, Raleigh, North Carolina

- Facilitate workshops and professional development seminars on various topics including employee relations, management, leadership development, and work life balance.

Employee Assistance Consultant, Resource Management Consultants

8/05 – 11/05

One Pillsbury St., Suite 300, Concord, NH 03301

- Provided telephone consultation, risk assessment, therapeutic intervention and facilitated referrals to various resources for individuals needing assistance with work/life issues

Director of Outreach, HEARTH

9/01-8/05

1640 Washington St., Boston, MA 02118

- Directed and supervised Outreach Department program staff in the coordination of case management, housing search, and housing stabilization services
- Developed and managed the agency's representative payee program, ensuring compliance with federal regulations and ensuring quality of service in managing clients' finances
- Developed and maintained collaborative relationships within the community including local businesses, healthcare providers, local and state government entities, and human service agencies
- Provided weekly clinical and administrative supervision to case managers, representative payee staff, and program interns
- Developed and coordinated the agency's Critical Incident Debriefing Team

Program Director, The Lynn Emergency Shelter

12/00- 8/01

Lynn Shelter Association, 100 Willow St., Lynn, MA 01901

- Responsible for the overall management of a homeless shelter, serving up to 80 homeless adults nightly, ensuring quality and consistency of service delivery
- Managed the shelter's operating budget and performed analysis/strategic planning
- Developed and implemented a structured day program, the goal of which was to offer tools to expand skills and enhance the capabilities of shelter guests
- Developed and implemented a comprehensive case management program and provided training and clinical supervision to case managers

**Program Coordinator, Common Ground Women's Transitional Housing Program
Shelter Inc., 109 School St., Cambridge, MA 02139**

2/97 – 12/00

- Responsible for the overall management of a HUD funded transitional housing program, and providing counseling and case management to program residents
- Developed and facilitated various workshops and groups for program residents
- Developed and facilitated training programs for shelter staff and interns

Education

Lesley University, Cambridge, MA

Master of Arts in Psychology

1997

St. Bonaventure University, New York

Bachelor of Arts

1992

Major: Psychology

Minor: Mass Communications

PATRICK M. ULMEN

October 10, 1997

Objective:

Industrious and dependable Masters graduate, with educational and experiential focus principally in research, psychology, case management and business administration, seeking management related growth opportunities with marketing research focus. In both educational and work experience, has demonstrated skills to work well with others, apply knowledge, make innovative contributions, manage complex problems and situations, and perform at a level exceeding expectations and demands.

Work Experience:

8/1992 - current

CLM Behavioral Health Systems, Windham Inn
P.O. Box 1027, Windham, N.H. 03087 (603) 434-9937

Psychiatric Case Manager. Duties include advocacy, development of rehabilitation goals, coordination of treatment, identification and acquisition of resources, counseling and ongoing support. Skills growth and accomplishments resulted in assignment of and success with exceptionally complex cases. Proposed, initiated, and continued development of alternative treatment planning and tracking mechanism ongoing since instated December 1995.

Information Analyst. Employing computer and research skills to identify, collect, analyze and review information relevant to planning, delivery, and monitoring of consumer support services and associated client outcomes to management staff and Regional Planning Committee.

Management Information Systems Assistant. Assisting in design, development, integration, refinement, maintenance, and expansion of automated community support services networking system.

1/1992 - 1/1995

Hesser College
3 Sundial Ave, Manchester, N.H. 03103 (603) 668-6660

Instructor. Courses taught: Introduction to Psychology, Individual and Group Counseling Techniques, and Contemporary Social Problems. Based on established teaching skills and reputation, actively sought by students seeking challenge and scholarship.

7/1991 - 8/1992 & 6/1986 - 6/1989

Chick Beaulieu Inc.
5 & 1/2 Gaffney St, Nashua N.H. 03060 (603) 883-5822

Office Manager, On-site Supervisor and Construction Worker. Duties included maintaining company journals, managing all business financial transactions, customer and employee relations, job costing, and reorganization of information flow, operations and records, delivery and coordination of service on site.

3/1991 - 6/1991

ECPI of Tidewater VA Inc.
5555 Greenwich, Suite 100, Virginia Beach, VA. 23462-6513 (804) 671-7171

Instructor. Taught Applied Psychology.

Recent Presentations:

8/8/1997 Development and Implementation of an Integrated Clinical Information Management System Within Community Support Services. Institute on Mental Health Management Information. Albany, NY.

6/16/1997 Practical Application of MHSIP Outcome Measures within Community Support Services. New Hampshire Community Mental Health Services Conference. Manchester, NH.

Education:

6/1989 - 7/1991 Old Dominion University, Norfolk, VA. Master of Science, Psychology.

1982 - 1987 Keene State College, Keene, NH. B.S. Business Management, B.A. Psychology.

**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.

**Melissa L. Allen, MS,
LCPCC, MHRT-C**

Objective

To obtain a position as a clinician/counselor at Greater Nashua Mental Health, wherein I can utilize my experience and make a valuable contribution working with youth and families.

Experience

Oxford County Mental Health Services (OCMHS) Rumford, Maine

1/2018- Present: Home and Community based Treatment (HCT) Clinician

Provides clinical direct care in home, school, and community settings to work on Individualized Treatment Plans, Diagnosis and Assessment of needs, facilitates family meetings, individual sessions, works with treatment team to coordinate care.

7/2016- 1/2018: Outpatient Therapist/Clinical Back-up Supervisor

Psychotherapy/ School based Counselor at Regional School District 10, Children and Families

Facilitate group exercises for enhancing social skills and self esteem

Performs psychosocial assessments, diagnostic formulation, and Individualized Treatment Plans (ITP)

7/2012- 7/2015: Case Manager

Assist individuals in the community to access resources including domains in legal, financial, housing, health care, psychiatry/psychology, life skills, social/recreational, and other various domains, APS and health care billing, made appropriate referrals as needed to address individual needs

11/2012- 11/2013: Team Leader Beacon House Peer Center (Part Time)

Organization and revitalization of Peer Center Project, activities coordinator, recruit volunteers, attend Maine Alliance of Peer Support and Recovery Centers (MAPSARC) meetings, provided supervision to Bachelor level interns, staff, and peers, engaged in strategic planning process

- Hired as team leader after completion of 300 hour masters level internship
- Public Advocacy Project: Organized fundraiser at Rumford Eagles

4/2011- 7/2012: Crisis Response Counselor

Assess clients for appropriate level of care in hospital, office, school, and/or community settings

Assess youth, families, and adults with acute mental illness; diagnose using DSM-V criteria

Cross trained in Adult Crisis Stabilization Unit, completed admissions, discharges and case management duties

Providence Service Corporation of Maine Auburn, Maine

7/2015- 7/2016: Home and Community Based Treatment (HCT) Clinician

Worked as team with Behavioral Health Professional (BHP) in home and community settings

Documentation: Intake to Discharge, Referral, Assessment and Formulation, Treatment Planning

Trainings include: Foundations of Home Based Treatment (2015)

Clinical Theory of Applied Behavioral Analysis (2015) Foundations of Supervision (2015)

Turner Family Support Center (Rumford Group Homes) Turner, Maine

06/2010-4/2011: Youth Worker

Crisis Stabilization Unit for psychiatric patients; Residential facility for youth ages 5-17

Admissions/ intakes, completed referrals, conducted psychosocial assessments, ran therapeutic groups and activities, Certified Residential Medication Administrator (CRMA), First Aid/CPR trained

Education

Southern New Hampshire University (SNHU): Brunswick, Maine
12/2011-6/2015: Received Degree: *Masters of Science (MS) in Community Mental Health Counseling*
Specialization: *Children and Families*

Internship as School-Based Counselor: Rumford, Maine

9/2014-5/2015: Completed 300 hour Internship at Pennacook Learning Center; RSU#10
Social skills development in Kindergarten Room, Therapeutic Crisis Intervention (TCI), clinical supervision weekly, completed State of Maine Criminal Back Ground Check/Finger Prints and received Certification to work in Schools K-12

Graduate Certificate in Mental Health:

12/2011-5/2013: Received Certificate: *Integrated Community Mental Health and Substance Abuse Services and Children*

Master's project: *Juvenile Delinquency and Parenting with Love and Limits (PLL)*

Internship as School-Based Counselor: Turner, Maine

1/2013-5/2013: Completed 300 hour Internship at Leavitt Area High School
Worked with case load of adolescents under supervision of LCSW and Guidance Office; Tasks include utilization of DBT workbook, CBT skills, evidenced-based practice and promising practices network, motivational interviewing, used strength based model

University of Maine at Farmington (UMF): Farmington, Maine

9/2006- 5/2010: Received Degree: *Bachelor of Science (BS) Rehabilitation Services* with a concentration in *Psychosocial Rehabilitation*

Licensure

10/28/15: Licensure: Conditionally Licensed Clinical Professional Counselor (LCPC-c) Issued in ME:
Passed National Counselors Examination (NCE). License Number: XL4580 Supervisor: Stephanie Leblanc, LCSW

Certifications

- Behavioral Health Professional (BHP) (2015)
- Graduate Certificate: Integrated Community MH and SA Services and Children (2013)
- Mental Health Rehabilitation Technician- Crisis Service Provider (MHRT-CSP) (2011)
- Mental Health Rehabilitation Technician- Community (MHRT-C) (2010)

Jayma Brissett

Business Office Professional

Enthusiastic Office Professional with a demonstrated history of working in the third party medical accounts receivable management/customer service industry as well as MAT/medical front office. Skilled in Negotiation, Operations Management, Coaching, Leadership, and Customer Relationship Management (CRM). Strong customer service professional with great telephone and face to face presence. Secondary experience with Peachtree payroll, book keeping, clerical duties, regulatory compliance, and catering/restaurant service industry. Extremely passionate, detail and results-oriented, in search of the next exciting, challenging career and growth opportunity, within a collaborative and innovative environment filled with strong communication and integrity.

Authorized to work in the US for any employer

Work Experience

Collections Representative

LAMONT HANLEY & ASSOCIATES - Manchester, NH

July 2020 to December 2020

- Compliant communication with responsible parties for unpaid medical and insurance bills.
- Accurate documentation of files.
- Negotiating payment of unpaid medical and insurance bills.
- Maintaining compliance with FDCPA, HIPAA, FCRA, & TCPA.
- Meet monthly quota and metrics.

Administrative Assistant

PMC Medical Group - Merrimack, NH

August 2019 to July 2020

- Greet and direct patients and visitors upon arrival
- Assist patients and visitors (in person or over the phone) with various issues including but not limited to directions, paperwork and questions
- Verify and update patient demographics and insurance information
- Collect patient payments and insurance co-payments
- Answer incoming and transferred telephone calls; place telephone calls on hold as needed
- Relay phone messages to appropriate medical staff member
- Schedule patient appointments in person or over the phone
- Balance patient payments and insurance co-payments on a daily basis
- Follow office open/close protocol
- Distribute prescriptions to patients following office protocol
- Assist in transmission of medical records to patient and/or other entities as necessary
- Distribute medical records received via mail and/or fax to appropriate staff member according to office protocol
- Collect urine samples for drug testing as needed

Compliance Manager

Balanced Healthcare Receivables

August 2018 to January 2019

- Day to day management of collection agency compliance.
- Ensure that all departments are maintaining compliance with FDCPA, HIPAA, FCRA, TCPA, and all other state and federal regulations.
- Development and maintenance of Compliance Management System and Professional Practices Management System.
- Maintain a positive work environment and encourage the same of the employees throughout the company.
- Investigate and analyze root cause of non-conformances.
- Strong ability to adapt to a changing environment and adaptability to changing priorities.
- Scheduling and tracking employee training.
- Investigating and responding to client issues, consumer complaints, and regulatory complaints such as BBB, CFPB, FTC, and Attorney General.

Collections Manager

Balanced Healthcare Receivables - Nashua, NH

April 2017 to August 2018

- Day to day management of a team of 18-35 medical collection representatives and 3-4 Supervisors/ Team Leads ensuring each member of the team is successful in meeting performance expectations, client satisfaction, and goals.
- Ensure that Supervisors, Team Leads, Collectors and consumer's questions and problems are resolved properly and quickly, maintaining compliance with FDCPA, HIPAA, FCRA, and TCPA.
- Monitor and evaluate Supervisor/Team Lead performance and provide coaching/assistance as needed or necessary.
- Coach and encourage supervisors/team leads to meet goals, hit metrics, and improve performance.
- Maintain a positive work environment and encourage the same of the collection floor.
- Meet monthly key performance goals for collections, customer satisfaction, and key performance metrics including strategically building campaigns to help hit those numbers.
- Strong ability to adapt to a changing environment and adaptability to changing priorities.
- Advertising open positions, recruiting potential staff including working with outside agencies, setting up and conducting interviews, hiring new team members.

- Strategically building and monitoring daily phone campaigns to ensure the best possible outcome to meet clients expectations.
- Review, edit, and prepare all department payroll information and schedules for submissions to Human Resources.
- Calculate and distribute monthly commission figures to eligible collections department employees and Human Resources, to be submitted with payroll.

Collections Supervisor

Balanced Healthcare Receivables - Nashua, NH
October 2014 to April 2017.

- Day to day management of a team of 8-15 medical collection representatives ensuring each member of the team is successful in meeting performance expectations, client satisfaction, and goals.
- Ensure that team member's and consumer's questions and problems are resolved properly and quickly, maintaining compliance with FDCPA, HIPAA, FCRA, and TCPA.
- Monitor and evaluate collector's performance via live monitoring, call recordings, and side by side coaching sessions.
- Coach and encourage collectors to meet goals, hit metrics, and improve performance.
- Maintain a positive work environment and encourage the same of the collection floor.
- Meet monthly key performance goals for collections, customer satisfaction, and key performance metrics including strategically building campaigns to help hit those numbers.
- Strong ability to adapt to a changing environment and adaptability to changing priorities.
- Advertising open positions, recruiting potential staff including working with outside agencies, setting up and conducting interviews, hiring new team members.
- Review, edit, and prepare all department payroll information and schedules for submissions to Human Resources.
- Calculate and distribute monthly commission figures to eligible collections department employees and Human Resources, to be submitted with payroll.

Collections Team Leader

Balanced Healthcare Receivables - Nashua, NH
September 2011 to October 2014

- Day to day management of a team of 8-15 medical collection representatives ensuring each member of the team is successful in meeting performance expectations and customer satisfaction.
- Ensure that team member's and consumer's questions and problems are resolved properly and quickly, maintaining compliance with FDCPA, HIPAA, FCRA, and TCPA.

- Coach and encourage collectors to meet their monthly quota, hit metrics, and improve performance.
- Maintain a positive work environment and encourage the same of the collection floor.
- Strong ability to adapt to a changing environment and adaptability to changing priorities.
- Assisting the manager with advertising open positions, setting up and conducting interviews, giving input on hiring decisions.
- Assisting the manager with review, edit, and preparation of all collectors payroll information and schedules for submissions to Human Resources.

Collections Representative

Balanced Healthcare Receivables - Nashua, NH

January 2011 to September 2011

- Compliant communication with responsible parties for unpaid medical bills.
- Accurate documentation of files.
- Negotiating payment of unpaid medical bills.
- Collecting insurance information from consumers on phone calls.
- Contacting attorney's offices regarding unpaid medical bills for resolution.
- Maintaining compliance with FDCPA, HIPAA, FCRA, & TCPA.
- Meet monthly quota and metrics.

Sterilization Technician

Amherst Pediatric Dental - Amherst, NH

March 2011 to May 2011

Full service pediatric dental office.

- Sterilize all dental tools prior to use.
- Clean and sterilize work stations prior to patients being seen.
- Wipe down and organize waiting room.
- Maintain compliance with HIPAA
- Perform tests on sterilization machines to ensure proper sterilization took place.
- Superior customer service.
- Excellent communication and presentation skills.

Licensed Nursing Assistant

Crestwood Care & Rehab - Milford, NH

September 2004 to December 2010

Skilled nursing facility serving both long term and short term care and rehabilitation services.

- Care for geriatric patients and some other age groups including but not limited to activities of daily living, restorative programs, assisting with meals, and any tasks given by charge nurse.
- Accurately document patient data each shift in compliance with HIPAA regulations and guidelines.
- Complete computer in-services in compliance with state and company requirements.
- Train new nursing assistants as needed.

Driver/Office Attendant

L.A. Limousine Service - Wilton, NH

June 2004 to October 2010

Private limousine chauffeur service.

- Transport customers safely from pickup location to final destination.
- Answer telephone, schedule reservations, data entry, greet walk-in customers.
- Provide outstanding customer service.

Server/Cocktail Server/Office Assistant

Elisha's Restaurant - Milford, NH

December 2000 to August 2010

Full service family owned restaurant and bar.

- Set up and break down kitchen at the beginning and end of shift.
- Provide outstanding customer service to patrons, serving food and beverage.
- Answer phone, take orders, input orders into computer.
- Bookkeeping functions including some bank transactions, weekly payroll, filing, and data entry.

Education

Certificate Program in Nursing Assistant

LNA Health Careers - Merrimack, NH

July 2004 to August 2004

Skills

- Regulatory Compliance
- PCI
- Microsoft Office (8 years)
- Cerner (2 years)
- Leadership (8 years)
- Account Management (8 years)
- Customer Service (10+ years)
- Hiring (6 years)
- Management (6 years)
- Negotiation (8 years)
- Office Management (7 years)
- Quality Control (5 years)
- Risk Management (2 years)
- Team Building (7 years)
- Windows (8 years)
- PowerPoint
- Typing
- Microsoft Excel (6 years)
- Data Analysis
- Data Entry
- MS Office

- Receptionist
- Peachtree Accounting (2 years)
- Word
- Outlook
- Payroll
- Administrative Assistant
- Clerical (1 year)
- Medical Collection
- Compliance Management
- Customer Relationship Management
- Employee Evaluation
- HIPAA
- Quality Assurance

Certifications and Licenses

Driver's license

Additional Information

Customer service

Diligent, superior customer service, telephone, office, problem solving, offering insightful and creative ideas.

Management

Proven ability to lead others in high-demand situations through demonstrated leadership. Extensive experience in evaluating performance, team work, and processes, Experience managing with a genuine desire to achieve, excel and evolve, while building trust and respect from the team.

Communication

Excellent verbal and written communication skills, with the ability to generate positive conversations by building trust and adding value to every relationship.

Leadership

Experience in one on one as well as group settings facilitating and managing individual and group interactions, offering coaching and guidance from both a leadership perspective as well as learning and development perspective.

Jessica A Capuano

Education:

Licensed Clinical Mental Health Counselor (NH) : LCMHC issued 3/17/2006. No. 621

M.A. Mental Health Counseling, Notre Dame College, Manchester, NH: Class of 2003

BA Psychology, Rivier College, Nashua: Class of 1999

Work Experience:

February 2015- present- *Technical Assistant Team Lead, Beacon Health Options, Manchester NH.*

Responsible for the oversight and implementation of the NH Medicaid clinical/ value based payment business model. Oversight of the 10 NH Community Mental Health Center's value based payment contract compliance. Oversight of CMHC member's coordination of care. Oversight of CMHC's quality performance metrics as it pertains to Hedis measures. Implementation of quality improvement plans. Provide clinical supervision to 3 Technical Assistant Clinicians. Duties to work collaboratively with CM and utilization review team to efficient communication regarding member needs and planning.

October 2014-February 2015- *Technical Assistant, Beacon Health Options, Manchester NH.*

Responsible for Utilization Management for Well Sense (Medicaid) members. Duties to provide care management and utilization review to Well Sense members served by community mental health centers in NH. Direct technical assistance, consulting and training facilitation for local CMHC's on a range of issues relating to behavioral health. Management of client/state contracts including contract compliance. Monitoring of CMHC BH HeM regulation compliance.

March 2005-Sept 2014 - *Emergency Services Clinician, Manchester Mental Health Center, Manchester, NH.*

Responsible to perform emergent psychiatric evaluations in office, at 2 local Emergency rooms and local police departments. Includes appropriate placements at psychiatric units, managed care authorizations, and referral to mental health agencies. Also responsible to perform brief outpatient therapy to a caseload of 40-60 clients.

October 2004-March 2005- *Clinical Coordinator, Psychiatric Evaluation Program- Elliot Hospital/Manchester Counseling Services, Manchester, NH*

Responsible for the management of the Psychiatric Evaluation Program at Elliot Hospital. Includes the supervision of mental health clinicians to ensure quality services rendered to consumers in the emergency room at Elliot Hospital. Part- time outpatient psychotherapy at Manchester Counseling Services to a variety of consumers.

July 2004-October 2004- *Mental Health Counselor, Psychiatric Evaluation Program Elliot Hospital/Manchester Counseling Services, Manchester, NH*

Responsible to perform mental health crisis evaluations within the Elliot Hospital Emergency Department. Includes appropriate placements at psychiatric units, managed care authorizations and referral to a variety of mental health services. Part time outpatient psychotherapy at Manchester Counseling services to a variety of consumers.

Sept 2003- July 2004 - *Emergency Services Clinician, Manchester Mental Health Center, Manchester, NH*

Responsible to perform mental health crisis evaluations, treatment and disposition at 2 local Emergency rooms and police departments. Brief outpatient therapy to a caseload of 40-60 clients.

August 2002-September 2003- *Residential Supervisor, Manchester Mental Health Center, Manchester, NH*

Responsible to provide leadership and supervision that facilitates the daily operations of Social/Rehabilitative facilities, in order to assure an appropriate quality of life for those residents occupying agency sponsored housing.

March 1999-August 2002- *Residential Specialist, Manchester Mental Health Center, Manchester, NH*

Working as a support counselor for those that suffer chronic mental illness. Duties include treatment plan implementation, ADL and basic living skills support. Utilization of crisis intervention as needed.

Related Experience:

James Foster and Associates, Internship. Notre Dame College, Manchester, NH

Completed a 700 hour internship, which included experience in individual psychotherapy for a variety of populations, including court mandated cases; served as co-facilitator for a 44 week domestic violence group program.

Manchester Mental Health's Gemini Program, Notre Dame College Practicum, Manchester NH

Assisted in the therapeutic support of adults dually diagnosed. Attended AA meetings with residents on a weekly basis.

April 2007- *DBT (Dialectical Behavioral Therapy) Training- 32 hours- Specialized behavioral treatment specific to Borderline Personality Disorder*

2013-2014- *Clinical Supervisor-* Supervised a license eligible employee weekly. Goals to include preparation for examination, coaching, awareness of ethical code, and therapy principles/practice.

DONNA B. LENNON, MA

EDUCATION: **M.A. Counseling & Psychotherapy, Rivier University, 1984.**
B.S. Behavioral Sciences, CUM LAUDE, Hawthorne College, 1982.

EMPLOYMENT: Donna Lennon Counseling Services, LLC
Concord and Bedford, New Hampshire
Feb 1992 – July 2010 and March 2017 to present
Director of Group practice – Outpatient Services
Psychotherapy and consulting practice for Mental Health & Substance Use Disorders. Provide comprehensive evaluations for EAP's, schools and legal system. Required extensive collaboration with 8 colleagues, MCO's, employers, healthcare providers and insurers.

Easter Seals Farnum Center – August 2015 – August 2017
Clinical Director –Inpatient and Outpatient Services
As member of Sr. Leadership Team, responsible for management of daily clinical operations including clinical supervision of inpatient and outpatient staff. Manage IOP, Continuing Care and therapy groups, execute treatment strategies, facilitate weekly Clinical supervision group. Provide clinical direction for Program Coordinators on detox, residential and outpatient units. Hire, train and develop staff in accordance with best practices.

Gosnold on Cape Cod – Falmouth, MA - July 2010 – July 2015
Program Clinical Director
Leadership of daily operations of clinical & case management staff, resolve challenges, develop process and performance improvement strategies, review clinical documentation, hire, train & supervise clinical staff conduct performance appraisals, monitor budget with CFO, ensuring compliance with NAADAC, NBCC, HIPAA & The Joint Commission standards, ethics and best practices for 50 bed detox., Write clinical programs for patients while providing extensive collaboration with Nursing, Admissions, Utilization Review and other Clinical Program staff at various Gosnold work sites (inpatient rehab and outpatient).

Resource Management Consultants – Salem, NH Jul '90-Jul '91
EAP services and account management to client business & industry, hospital & educational systems employees and their families. Delivered supervisory training to management staff, assessment and referral, develop Lunch n'Learn sessions for staff.

Bedford Counseling Associates – Bedford, NH 2/90-9/91

Developed, marketed and delivered training programs for local community regarding addiction, family recovery, intervention & treatment. Provided outpatient therapy for individuals, families & groups affected by trauma & addiction.

Manchester High School West – Manchester, NH 8/87 -10/89

Implemented the first formal Student Assistance Program for a student body and faculty of 1850. Established and facilitated comprehensive support groups, program budget, developed and chaired SAP Advisory Board and marketed program to ensure viability and expansion of program via Mayor and Aldermanic Committee to ALL High School AND Junior High Schools in the city of Manchester. Initiated state-wide NH-SAP Providers Group, trained "Core Team" of faculty, delivered parent education program re: addiction and recovery. Developed all brochures & marketing materials for program. ***NOMINATED*** for US Dept of Ed's "Drug Free Schools & Communities Program Award for top ten programs in the U.S.

COMPCARE/Lake Shore Hospital – Manchester, NH 12/85-5/87

Clinical Leader of Multi-disciplinary Tx Team. Facilitated delivery of quality treatment services for patients and families, supervised Tx Team, provided substance use & mental health evaluations. Developed community education programs for families affected by addiction and trauma.

**Digital Equipment Corporation – Nashua, NH & Concord, MA
March 1978 – December 1985**

HR Department Personnel Services Administrator and promoted to Personnel Specialist with Corporate HR, EE Benefits Administration, Organizational Development and EE Relations.

PROFESSIONAL AFFILIATIONS:

NH Alcohol & Drug Abuse Counselors Association
National Association of Alcohol & Drug Abuse Counselors
NH Mental Health Counselors Association
Former staff member of NH Teen Institute
Former: Manchester Aldermanic Committee on Substance Abuse

LICENSING:

Licensed Clinical Mental Health Counselor-NH
Master Licensed Alcohol & Drug Abuse Counselor-NH
Certified Advanced Alcohol & Drug Abuse Couns-MA – CADCI

PROFESSIONAL

REFERENCES: Will be furnished upon request.

Gabrielle Sullivan

ANTICIPATED MASTERS OF SOCIAL WORK CANDIDATE | MAY 2022 | BOSTON UNIVERSITY

BACHELORS OF SCIENCE | AUGUST 2018 | FITCHBURG STATE UNIVERSITY

Experience

RESIDENTIAL REHABILITATION SPECIALIST I | RIVERBEND | SEPTEMBER 2020 -CURRENT

- Residential specialist for a group home with 18 adults with severe and persistent mental illness. Support residents with activities of daily living (ADLs), such as cleaning and cooking, and engagement in the community. Provide medication support through administration and education. Expectations include functional support, medication administration and monitoring, and 1:1 check ins with residents. Daily documentation for patient's progress required before completion of shift.

MASTERS OF SOCIAL WORK INTERN | RISE ABOVE | SEPTEMBER 2020-CURRENT

- Work collaboratively with DCF social workers and foster parents in the process of screening applicants and determine if eligibility criteria has been met. Provide excellent customer service through email and phone when connecting with foster families and social workers. Weekly communication with executive director to coordinate obtaining and distributing requested resources. Provide support for older youth and youth aging out of the foster care system in order to connect them with needed resources.

DIRECT CARE COUNSELOR | HAMPSTEAD HOSPITAL | OCTOBER 2019-FEB 2020

- Provides support for children, adolescents, and adults with mental illness, developmental disabilities, and substance use disorder in an inpatient setting. Per diem position requires work on all three units in the hospital, with varied expectations for each population served and flexibility with the needs of different populations. 1:1 support, supervision of patients, and group facilitating on a number of resiliency building activities for clientele. Daily documentation for patient's progress required before completion of shift.

CASE MANAGER | GREATER NASHUA MENTAL HEALTH | AUGUST 2018-SEPTEMBER 2020

- Direct support, education, and outreach to a caseload of adults aged 18-65 diagnosed with severe and persistent mental illness. Specialty training and experience with transitional-aged youth (16-25) with their first episode of schizophrenia with an integrated focus on family and providing case management and support to families. Responsibilities include: crisis intervention, functional support, family support, medication support, case management, treatment plan creation, and daily progress note documentation. Caseload ranges from 25-30. Interactions with other departments and community organizations on a weekly basis in order to ensure continuity of care. Daily use of electronic medical records for documentation.

- RESIDENT ASSISTANT AND TUTOR | FITCHBURG STATE UNIVERSITY | OCTOBER 2015 – MAY 2018

- R.A: Supervise and advised students in a freshmen dorm, an upperclassmen dorm, and an apartment style housing. Required to work with a team of Residential staff, as well as in collaboration with campus resources such as campus police and counseling services.
- Tutor: Guide and assists students on understanding course material and where to find the information on their own. Focuses on study skills and enhancing communication skills with professors and other resources. Tutoring psychology, criminal justice, sociology, and human services courses.

CAMP COUNSELOR/KEY HOLDER | FUN IN THE SUN – MANCHESTER PARKS AND REC | JULY 2015 – AUGUST 2017

- Supervised children at a day camp during the summer run by the City of Manchester.

VOULUNTEER | MANCHESTER HIGH SCHOOL WEST | OCTOBER 2013 – MAY 2016

- Assisted special needs teacher with students, both teaching and working one-one-one in math, Science, English, and life skills. Position started while in high school, and continued throughout college breaks until 2016.

Certifications

- Enhanced Illness Management and Recovery (E-IMR)
- Adult and Pediatric First Aid/CPR/AED (Oct 2019-Oct 2021)
- Mental Health First Aid (June 2019-June 2022)
- Certified Peer Tutor (Sept 2017-current)

GREATER NASHUA MENTAL HEALTH**Key Personnel**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cynthia Whitaker, PsyD	President and CEO	\$160,500	0.00%	\$0.00
Donna Lennon	Vice President of Clinical Operations	\$115,000	0.00%	\$0.00
Marilou Patalinjug Tyner, MD	Chief Medical Officer	\$270,000	0.00%	\$0.00
Bettejean Neveux, CMA	Chief Financial Officer	\$120,000	0.00%	\$0.00
Maureen Ryan	Director, Quality & Compliance	\$98,621	0.00%	\$0.00
Ellen Constant	Director of Human Resources	\$93,370	0.00%	\$0.00
Chris Purington	Director of Development & Community Relations	\$85,000	0.00%	\$0.00
Patrick Ulmen	Chief Information Officer	\$54,735	0.00%	\$0.00

**Community Council of Nashua, NH DBA/
GREATER NASHUA MENTAL HEALTH**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Donna Lennon	VP of Clinical Operations	\$115,000	0%	0
Jessica Gagnon	Director of Acute Care Services	\$76,272	10%	\$7627
Various	Acute Care Therapist	\$50,000 avg	Up to 100% of an FTE	\$50,000
Gabby Sullivan	Rapid Response CM	\$17.90/hour	100%	\$37,232
Jayma Brissett	Administrative Support	\$19.85/hour	20%	\$8258



Lori A. Shiblinette
Commissioner

Katja S. Fox
Director

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

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

June 24, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu authorized the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed \$1,731,950 for crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals with the option to renew for up to two (2) additional years, effective June 23, 2020, through August 19, 2021. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County Foundation	177278	Dover, Region 9	\$173,195
Northern Human Services	177222	Conway, Region 1	\$173,195
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	\$173,195
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$173,195
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$173,195
Monadnock Family Services	177510	Keene, Region 5	\$173,195
The Community Council of Nashua, N.H.	154112	Nashua, Region 6	\$173,195
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	\$173,195
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$173,195
Center for Life Management	174116	Derry, Region 10	\$173,195
		Total:	\$1,731,950

**His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3**

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

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

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

EXPLANATION

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

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

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

The Department will monitor contracted services by:

- Actively and regularly collaborating with the Contractors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- Requiring the Contractors to collect key data and metrics that include client-level demographic, performance and service data.
- Requiring implementation progress reports relative to staffing and training requirements.

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

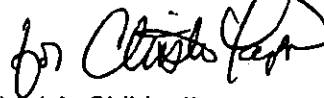
- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

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

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,



**Lori A. Shibinette
Commissioner**

FORM NUMBER P-37 (version 12/11/2019)

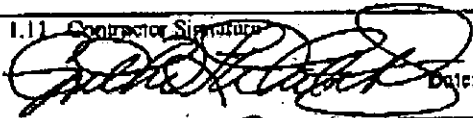
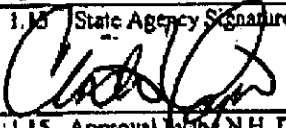
Subject: Rapid Response (SS-2020-DBH-07-RAPID-06)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Community Council of Nashua, N.H.		1.4 Contractor Address 100 W. Pearl St. Nashua, NH 03060	
1.5 Contractor Phone Number (603) 889-6147	1.6 Account Number 05-095-092-922010- 19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation \$173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/3/2020		1.12 Name and Title of Contractor Signatory Cynthia L. Whitaker, PsyD Chief of Services	
1.13 State Agency Signature  Date: 6-8-2020		1.14 Name and Title of State Agency Signatory Christine Tappin, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/18/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

 Contractor Initials: 
 Date: 6/15/20

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Rapid Response



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.

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

3.3. The parties may extend the Agreement for up to two (2) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

CH

6/3/20

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



EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Six (6).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.

CH
6/3/20

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



EXHIBIT B

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

CSH
6/3/20

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



EXHIBIT B

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

CSW

6/3/20

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



EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Six (6), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

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

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



EXHIBIT B

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

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



EXHIBIT B

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

3. Performance Measures and Data Reporting

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

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



EXHIBIT B

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

4. Exhibits incorporated

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

5. Additional Terms

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

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



EXHIBIT B

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

6. Records

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

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



EXHIBIT B

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

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**New Hampshire Department of Health and Human Services
NH Rapid Response Program**



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Indirect Cost Rate of 10.00% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

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

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

The Community Council of Nashua, N.H.

Exhibit C

Contractor Initials

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Date

Rev. 01/08/19

[Signature]
6/3/20

**New Hampshire Department of Health and Human Services
NH Rapid Response Program**



EXHIBIT C

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

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:
Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

[Handwritten Signature]
6/3/20

**New Hampshire Department of Health and Human Services
NH Rapid Response Program**



EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

The Community Council of Nashua, N.H.

Exhibit C

Contractor Initials

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Date

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**New Hampshire Department of Health and Human Services
NH Rapid Response Program**



EXHIBIT C

- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
 - 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
 - 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
 - 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEE'S OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

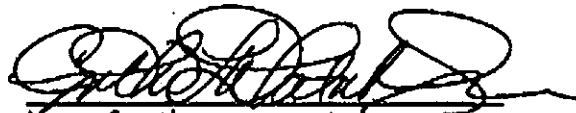
Place of Performance (street address, city, county, state, zip code) (List each location)

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

Community Council of Nashua, NH

Vendor Name: DBA Greener Nashua Mental Health

6/3/2020
Date


Name: Cynthia L. Whitaker, PsyD
Title: 6/3/2020

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: *Community Council of Nashua, NH*
DEA Greater Nashua Mental Health

6/3/2020
Date:

[Signature]
Name: *Cynthia L Whitaker PsyD*
Title: *6/3/20*

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Signature]
6/3/20

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

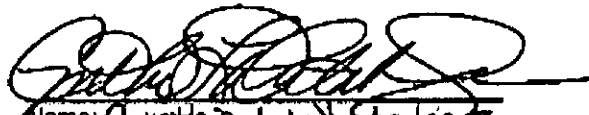
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: Community Council of Nashua NH
DBA Greater Nashua Mental Health

6/3/2020
Date


Name: Cynthia L. Whiteaker
Title: Chief of Services

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Vendor Initials

CHW

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

8/27/14
Rev. 10/21/14

Page 1 of 2

Date

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New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

6/3/2020
Date

Vendor Name: Community Council of Nashua, NH
DOA Greater Nashua Mental Health


Name: Cynthia L. Whitaker, Ph.D.
Title: Chief of Services

Exhibit G

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

Vendor Initials CHW

Date 6/3/20

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE


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

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

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

Vendor Name: Community Council of Nashua, NH
DBA Greater Nashua Mental Health

6/3/2020
Date


Name: Cynthia Whitaker
Title: Chief Of Services

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 8

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New Hampshire Department of Health and Human Services



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

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Contractor Initials

Date

CPH
6/3/20

New Hampshire Department of Health and Human Services



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 (f). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 3 of 6

Contractor Initials

[Signature]

Date

6/3/20

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 4 of 6

Contractor Initials

Date

[Signature]
6/3/20

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 3 of 6

Contractor Initials

Date

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6/3/20

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services
The State


Signature of Authorized Representative

Christie Tupper
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

6-8-2020
Date

Community Council of Nashua NH
Name of the Contractor DBA Greater Nashua Mental Health


Signature of Authorized Representative

Cynthia Whitaker, PsyD
Name of Authorized Representative

Chief of Services
Title of Authorized Representative

6/3/2020
Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

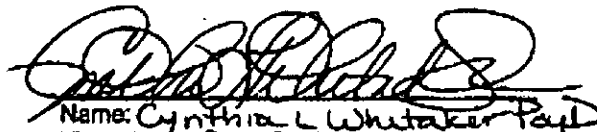
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.


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

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

Community Council of Nashua, NH
Contractor Name: DBA Greater Nashua Mental Health

6/3/2020
Date


Name: Cynthia L. Whitaker
Title: Chief of Services


6/3/20

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

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

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

CPW
6/3/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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6/3/20

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

CSW
6/3/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

[Handwritten Signature]
6/3/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

[Signature]
6/3/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

CHD
6/3/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

[Signature]

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

[Handwritten Signature]
10/3/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

[Handwritten Signature]
6/3/20

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Rapid Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center of Greater Manchester, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 23, 2020 and presented to the Executive Council on July 15, 2020 (Informational Item T), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
May 31, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$454,235.
3. Modify Exhibit C, Payment Terms, Section 3, by modifying the introductory paragraph and replacing the budget table in its entirety, to read as follows with no changes to Subsection 3.1 through Paragraph 3.1.3:
 3. Payment shall be on a cost reimbursement basis for authorized expenses incurred in the fulfillment of Exhibit B, Scope of Services in accordance with the approved budget tables below:

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

Supplemental Budget	
Line Item	Amount
Staffing	\$185,265
Fringe Benefits	\$55,579
Personal Protective Equipment, Supplies, Technology and Training	\$7,990
Data Collection	\$6,658
Indirect Costs on Clinical Services	\$24,883
Indirect Costs on Data Collection	\$665
Total	\$281,040

4. Modify Exhibit C, Payment Terms, Section 4, to read:

4. The Contractor shall submit an invoice in a form provided by the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall:
 - 4.1 Ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.2 Ensure timesheets and/or time cards support the hours employees worked and charged under this contract pursuant to 45 CFR Part 75.430(i)(1).
 - 4.3. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets and/or time cards, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.4. Ensure amounts in specified line items of the Original Budget are invoiced and exhausted prior to invoicing for expenses identified in the corresponding line items in the Supplemental Budget.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be retroactively effective to August 19, 2021, subject to Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

8/30/2021

Date

DocuSigned by:

Katja Fox

ED9D05B04C63442

Name: Katja Fox

Title: Director

The Mental Health Center of Greater Manchester, Inc.

8/30/2021

Date

DocuSigned by:

William Rider

BC08F61F7C534CF

Name: William Rider

Title: President/CEO

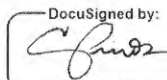
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/31/2021

Date

DocuSigned by:



D5CA9202E32C4AE

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

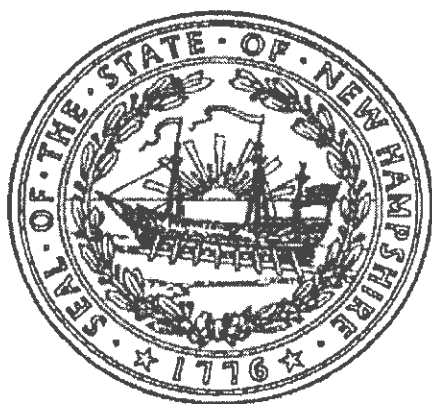
Department of State

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 : 0005351206



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of The Mental Health Center of Greater Manchester
(Corporation/LLC Name)

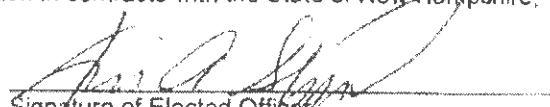
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 25, 2021, at which a quorum of the Directors/shareholders were present and voting
(Date)

VOTED: That William Rider, President and Chief Operating Officer
(Name and Title of Contract Signatory)

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

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

Dated: 8/17/2021


Signature of Elected Officer
Name: Kevin Sheppard
Title: Chairman of the Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2021

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

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

PRODUCER CGI Insurance, Inc. 5 Dartmouth Drive Auburn NH 03032		CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (866) 841-4600 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com FAX (A/C, No): (866) 574-2443	
INSURED The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street Manchester NH 03103-3628		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance INSURER B: Philadelphia Indemnity INSURER C: A.I.M. Mutual INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 21-22 Master w/WC RE**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability \$2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK2251310	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual/Physical Abuse or \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				ECC6004000298-2021A 09/12/2021 09/12/2022 PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH Dept. of Health & Human Services 129 Pleasant St Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
-----------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



The Mental Health Center
of Greater Manchester

MISSION

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

VISION

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

GUIDING VALUES AND PRINCIPLES

We treat everyone with respect, compassion and dignity.

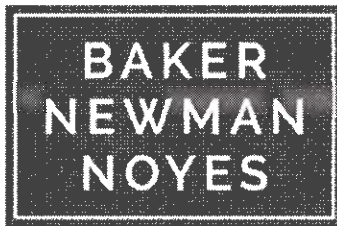
We offer hope and recovery through individualized, quality behavioral health services.

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

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

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

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



Manchester Mental Health Foundation, Inc. and Affiliates

**Audited Consolidated Financial Statements
and Supplementary Information**

*Years Ended June 30, 2020 and 2019
With Independent Auditors' Report*

Baker Newman Noyes, LLC

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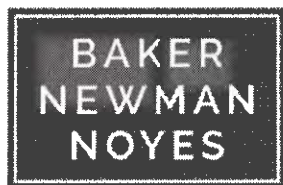
MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**AUDITED CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION**

Years Ended June 30, 2020 and 2019

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

We have audited the accompanying consolidated financial statements (collectively, the financial statements) of Manchester Mental Health Foundation, Inc. and Affiliates (the Organization), which comprise the statements of financial position as of June 30, 2020 and 2019, the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2020 and 2019, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter—Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the auditing procedures applied in the audits 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.

Baku Newman & Noyes LLC

Manchester, New Hampshire
November 24, 2020

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

June 30, 2020 and 2019

ASSETS

	<u>2020</u>	<u>2019</u>
Current assets:		
Cash and cash equivalents	\$ 9,525,985	\$ 6,062,465
Restricted cash	92,786	487,518
Patient accounts receivable	2,021,607	1,714,057
Other accounts receivable	2,416,027	604,902
Investments – short-term	250,000	250,000
Prepaid expenses	<u>557,480</u>	<u>495,780</u>
Total current assets	14,863,885	9,614,722
Investments – long-term	3,880,435	3,826,275
Assets whose use is limited or restricted	441,595	419,492
Property and equipment, net of accumulated depreciation	14,760,411	14,349,362
	<hr/>	<hr/>
Total assets	<u>\$33,946,326</u>	\$28,209,851

LIABILITIES AND NET ASSETS

	<u>2020</u>	<u>2019</u>
Current liabilities:		
Accounts payable	\$ 186,444	\$ 377,328
Accrued payroll, vacation and other accruals	3,936,289	3,740,354
Deferred revenue	574,430	157,461
Accrual for estimated third-party payor settlements	—	99,218
Current portion of long-term debt	2,169,961	230,290
Amounts held for patients and other deposits	<u>22,802</u>	<u>21,280</u>
Total current liabilities	6,889,926	4,625,931
Extended illness leave obligation	484,285	460,541
Post-retirement benefit obligation	70,993	68,672
Long-term debt, less current maturities and unamortized debt issuance costs	<u>9,367,184</u>	<u>7,071,263</u>
Total liabilities	16,812,388	12,226,407
Net assets:		
Without donor restrictions	16,692,343	15,563,952
With donor restrictions	<u>441,595</u>	<u>419,492</u>
Total net assets	<u>17,133,938</u>	<u>15,983,444</u>
Total liabilities and net assets	<u>\$33,946,326</u>	<u>\$28,209,851</u>

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES
CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

Years Ended June 30, 2020 and 2019

	Year Ended June 30, 2020			Year Ended June 30, 2019		
	Without Donor Restriction	With Donor Restriction	Total	Without Donor Restriction	With Donor Restriction	Total
Revenues and other support:						
Program service fees	\$25,722,254	\$ —	\$25,722,254	\$22,440,002	\$ —	\$22,440,002
Program rental income	359,744	—	359,744	335,067	—	335,067
Fees and grants from government agencies	6,253,650	—	6,253,650	4,644,491	—	4,644,491
Interest income	48,164	—	48,164	105,293	—	105,293
Other income	7,228,049	—	7,228,049	6,732,629	—	6,732,629
Total revenues and other support	39,611,861	—	39,611,861	34,257,482	—	34,257,482
Operating expenses:						
Program services:						
Children and adolescents	5,488,616	—	5,488,616	4,885,860	—	4,885,860
Elderly	—	—	—	256,616	—	256,616
Emergency services	2,866,477	—	2,866,477	2,444,022	—	2,444,022
Vocational services	659,686	—	659,686	555,013	—	555,013
Noneligibles	1,738,729	—	1,738,729	1,445,620	—	1,445,620
Multiservice team	9,843,326	—	9,843,326	7,879,982	—	7,879,982
ACT team	4,194,118	—	4,194,118	3,808,348	—	3,808,348
Crisis unit	5,791,325	—	5,791,325	5,299,302	—	5,299,302
Community residences and support living	1,534,011	—	1,534,011	1,486,944	—	1,486,944
HUD residences	153,781	—	153,781	214,402	—	214,402
Housing bridge program	423,615	—	423,615	—	—	—
Other	1,862,359	—	1,862,359	1,908,952	—	1,908,952
Total program services	34,556,043	—	34,556,043	30,185,061	—	30,185,061
Support services:						
Management and general	3,532,923	—	3,532,923	3,404,710	—	3,404,710
Operating property	574,967	—	574,967	478,932	—	478,932
Interest expense	274,867	—	274,867	256,944	—	256,944
Total operating expenses	38,938,800	—	38,938,800	34,325,647	—	34,325,647
Income (loss) from operations	673,061	—	673,061	(68,165)	—	(68,165)

	Year Ended June 30, 2020			Year Ended June 30, 2019		
	Without Donor Restriction	With Donor Restriction	Total	Without Donor Restriction	With Donor Restriction	Total
Income (loss) from operations	\$ 673,061	\$ —	\$ 673,061	\$ (68,165)	\$ —	\$ (68,165)
Nonoperating revenue (expenses):						
Commercial rental income	401,003	—	401,003	403,191	—	403,191
Rental property expense	(298,934)	—	(298,934)	(367,083)	—	(367,083)
Contributions	219,257	4,475	223,732	288,525	6,418	294,943
Net investment return	142,543	17,628	160,171	207,272	22,404	229,676
Dues	(5,040)	—	(5,040)	(4,800)	—	(4,800)
Donations to charitable organizations	—	—	—	—	(16,500)	(16,500)
Miscellaneous expenses	(3,499)	—	(3,499)	(2,949)	—	(2,949)
Nonoperating revenue, net	<u>455,330</u>	<u>22,103</u>	<u>477,433</u>	<u>524,156</u>	<u>12,322</u>	<u>536,478</u>
Excess of revenues over expenses	1,128,391	22,103	1,150,494	455,991	12,322	468,313
Reclassification of net assets with donor restrictions	<u>—</u>	<u>—</u>	<u>—</u>	<u>(67,481)</u>	<u>67,481</u>	<u>—</u>
Increase in net assets	1,128,391	22,103	1,150,494	388,510	79,803	468,313
Net assets at beginning of year	<u>15,563,952</u>	<u>419,492</u>	<u>15,983,444</u>	<u>15,175,442</u>	<u>339,689</u>	<u>15,515,131</u>
Net assets at end of year	<u>\$16,692,343</u>	<u>\$441,595</u>	<u>\$17,133,938</u>	<u>\$15,563,952</u>	<u>\$419,492</u>	<u>\$15,983,444</u>

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2020

								Mental Health		
	Total Agency	Admin- istration	Total Center Programs	Child/ Adolescents	Emer- gency Services	Voca- tional Services	Non- Eligibles	Multi Service Team	ACT Team	Crisis Unit
Personnel costs:										
Salary and wages	\$25,258,684	\$ 2,251,696	\$22,970,993	\$3,827,730	\$2,015,786	\$ 366,986	\$1,283,087	\$ 6,662,662	\$2,793,674	\$3,732,773
Employee benefits	5,677,303	624,308	5,045,136	909,639	428,435	102,566	191,021	1,473,889	667,983	764,886
Payroll taxes	1,888,522	157,856	1,727,912	283,991	149,448	37,593	96,868	492,747	209,341	289,504
	32,824,509	3,033,860	29,744,041	5,021,360	2,593,669	507,145	1,570,976	8,629,298	3,670,998	4,787,163
Professional fees:										
Client evaluation/services	59,976	44,366	15,610	(5,228)	2,518	(501)	(1,755)	13,969	(924)	10,547
Audit fees	75,816	7,205	68,611	12,170	5,222	1,594	4,631	19,280	9,716	9,869
Legal fees	63,894	16,030	47,864	6,645	2,826	1,988	2,506	16,975	8,199	5,341
Other professional fees/consultants	113,098	10,337	63,161	11,500	5,953	1,664	4,020	16,101	8,636	7,631
Staff development and training:										
Journals and publications	17,979	1,521	16,458	1,506	646	197	573	2,917	1,202	1,482
In-service training	70	—	70	—	—	—	—	—	—	—
Conferences/conventions	86,158	9,711	76,447	10,838	8,672	544	4,182	20,581	6,860	8,173
Other staff development	160,492	17,927	142,565	5,824	10,958	29,725	2,213	22,625	25,972	33,149
Occupancy costs:										
Rent	8,800	8,800	—	—	—	—	—	—	—	—
Heating costs	12,510	—	7,438	—	—	—	—	—	—	—
Other utilities	395,088	9,018	222,131	—	24,370	8,726	—	44,880	17,807	70,450
Maintenance and repairs	832,760	24,826	503,465	12,398	32,201	22,577	1,915	122,901	47,324	171,656
Other occupancy costs	243,690	635	63,856	2,024	35	150	994	1,560	401	25,573
Rent subsidies	332,329	—	332,329	—	—	—	—	—	—	—
Consumable supplies:										
Office	265,787	63,186	202,601	44,300	9,622	6,058	14,506	60,689	18,185	15,247
Building/household	83,421	2,724	71,334	276	5,474	1,506	105	7,999	3,212	44,708
Educational/training	541,483	4,023	537,460	26,048	4,474	2,156	8,301	273,374	40,113	128,936
Food	106,944	226	78,577	436	5	7	25	130	69	72,120
Medical	98,051	1,472	96,579	2,581	1,093	321	933	18,921	2,779	48,198
Other consumable supplies	667,568	86,768	580,800	96,932	41,104	13,012	37,319	154,790	76,736	86,106
Depreciation - equipment	205,228	16,107	189,121	34,121	12,189	6,882	9,590	46,307	28,626	35,954
Depreciation - building	495,143	10,298	217,915	5,806	8,521	11,278	3,339	62,347	22,792	69,836
Equipment maintenance	22,372	2,599	19,773	2,683	1,156	596	1,016	5,659	2,746	2,710
Advertising	83,413	7,733	75,680	10,746	4,568	1,394	5,009	16,922	8,491	9,224
Printing	38,138	12,068	26,070	4,437	1,257	312	4,048	6,052	1,190	2,773
Telephone/communication	436,278	30,330	405,948	58,573	29,774	21,870	30,368	110,672	50,823	64,376
Postage and shipping	57,569	28,882	28,687	4,835	2,333	633	1,796	7,641	3,860	4,678
Transportation:										
Staff	190,781	2,692	187,115	34,289	21,930	8,919	321	28,445	71,639	3,870
Clients	7,952	—	7,952	—	68	—	—	16	—	3,359
Insurance:										
Malpractice and bonding	78,060	7,293	69,459	12,321	5,287	1,613	4,688	19,519	9,838	9,991
Vehicles	8,167	776	7,391	1,311	562	172	499	2,076	1,046	1,063
Comprehensive property/liability	127,618	11,248	112,170	18,998	8,152	2,488	7,229	30,098	15,168	15,406
Membership dues	43,286	3,742	34,504	5,103	2,191	668	1,942	8,086	4,076	4,439
Interest expense	274,867	814	7,710	1,376	590	180	523	2,178	1,098	1,115
Other expenditures	186,978	27,067	149,080	45,783	19,647	5,992	17,440	72,496	36,538	37,297
Total expenditures	39,246,273	3,504,284	34,409,972	5,489,992	2,867,067	659,866	1,739,252	9,845,504	4,195,216	5,792,440
Administration allocation	—	(3,504,284)	3,504,284	564,357	293,070	68,664	177,717	993,388	433,516	603,959
Total expenses	\$39,246,273	\$ —	\$37,914,256	\$6,054,349	\$3,160,137	\$ 728,530	\$1,916,969	\$10,838,892	\$4,628,732	\$6,396,399

	Center Com- munity Residence	Support- ive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Operating Property	Rental Property	Amoskeag Admin- istration	Program Related	Foundation Admin- istration
Personnel costs:										
Salary and wages	\$ 304,409	\$ 586,791	\$ 46,650	\$1,286,583	\$ 63,862	\$ —	\$ —	\$ 18,840	\$ 17,155	\$ —
Employee benefits	84,641	162,135	9,600	242,971	7,370	—	—	7,859	—	—
Payroll taxes	23,611	45,377	3,451	91,096	4,885	—	—	2,754	—	—
	<u>412,661</u>	<u>794,303</u>	<u>59,701</u>	<u>1,620,650</u>	<u>76,117</u>	<u>—</u>	<u>—</u>	<u>29,453</u>	<u>17,155</u>	<u>—</u>
Professional fees:										
Client evaluation/services	4	12	(56)	(2,976)	—	—	—	—	—	—
Audit fees	836	2,581	303	2,409	—	—	—	—	—	—
Legal fees	452	1,396	190	1,346	—	—	—	—	—	—
Other professional fees/consultants	706	2,183	1,060	3,707	—	26,054	13,546	—	—	—
Staff development and training:										
Journals and publications	103	891	38	6,903	—	—	—	—	—	—
In-service training	—	—	—	70	—	—	—	—	—	—
Conferences/conventions	585	809	92	15,111	—	—	—	—	—	—
Other staff development	5,114	5,442	17	1,526	—	—	—	—	—	—
Occupancy costs:										
Rent	—	—	—	—	—	—	—	—	—	—
Heating costs	—	7,438	—	—	—	—	—	—	5,072	—
Other utilities	—	49,217	467	4,874	1,340	100,957	52,489	—	10,493	—
Maintenance and repairs	171	79,901	1,248	11,173	—	171,472	89,151	—	43,846	—
Other occupancy costs	3	12,309	5	20,149	653	114,722	59,645	—	4,832	—
Rent subsidies	—	—	—	—	332,329	—	—	—	—	—
Consumable supplies:										
Office	443	3,712	(167)	30,006	—	—	—	—	—	—
Building/household	407	6,406	85	1,156	—	—	—	—	9,363	—
Educational/training	657	8,429	163	44,809	—	—	—	—	—	—
Food	6	5,138	1	640	—	—	—	—	28,141	—
Medical	168	520	61	21,004	—	—	—	—	—	—
Other consumable supplies	6,697	19,308	2,386	43,825	2,585	—	—	—	—	—
Depreciation - equipment	1,969	7,176	857	5,450	—	—	—	—	—	—
Depreciation - building	—	29,490	4,339	167	—	161,762	84,103	—	21,065	—
Equipment maintenance	179	552	71	2,405	—	—	—	—	—	—
Advertising	730	2,255	265	16,076	—	—	—	—	—	—
Printing	69	214	32	5,686	—	—	—	—	—	—
Telephone/communication	5,870	22,828	824	9,970	—	—	—	—	—	—
Postage and shipping	332	1,026	121	1,157	275	—	—	—	—	—
Transportation:										
Staff	1,675	2,441	29	12,566	991	—	—	—	974	—
Clients	—	4,503	—	6	—	—	—	—	—	—
Insurance:										
Malpractice and bonding	846	2,613	307	2,436	—	—	—	—	1,308	—
Vehicles	90	278	33	261	—	—	—	—	—	—
Comprehensive property/liability	1,304	4,029	473	3,776	5,049	—	—	—	4,200	—
Membership dues	350	1,271	4,306	2,072	—	—	—	—	—	5,040
Interest expense	95	291	34	230	—	263,302	—	—	3,041	—
Other expenditures	3,211	9,702	1,134	(104,436)	4,276	—	—	—	7,332	3,499
Total expenditures	<u>445,733</u>	<u>1,088,664</u>	<u>78,419</u>	<u>1,784,204</u>	<u>423,615</u>	<u>838,269</u>	<u>298,934</u>	<u>29,453</u>	<u>156,822</u>	<u>8,539</u>
Administration allocation	<u>44,002</u>	<u>113,724</u>	<u>8,147</u>	<u>203,740</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Total program expenses	<u>\$ 489,735</u>	<u>\$1,202,388</u>	<u>\$ 86,566</u>	<u>\$1,987,944</u>	<u>\$ 423,615</u>	<u>\$ 838,269</u>	<u>\$ 298,934</u>	<u>\$ 29,453</u>	<u>\$ 156,822</u>	<u>\$ 8,539</u>

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2019

									Mental Health	
	Total Agency	Admin- istration	Total Center Programs	Child/ Adolescents	Elderly Services	Emer- gency Services	Voca- tional Services	Non- Eligibles	Multi Service Team	ACT Team
Personnel costs:										
Salary and wages	\$22,131,547	\$ 2,199,292	\$19,896,260	\$3,391,466	\$ 142,196	\$1,725,550	\$ 313,528	\$1,076,868	\$5,304,872	\$2,532,987
Employee benefits	4,878,479	548,608	4,322,012	842,688	37,992	325,101	84,182	110,585	1,200,122	603,992
Payroll taxes	1,652,808	154,794	1,495,260	257,831	10,764	127,120	24,055	81,746	393,563	187,668
	<u>28,662,834</u>	<u>2,902,694</u>	<u>25,713,532</u>	<u>4,491,985</u>	<u>190,952</u>	<u>2,177,771</u>	<u>421,765</u>	<u>1,269,199</u>	<u>6,898,557</u>	<u>3,324,647</u>
Professional fees:										
Client evaluation/services	237,139	62,773	174,366	(5,292)	612	—	2,984	34,482	33,556	7,450
Audit fees	59,765	5,124	48,876	8,656	693	3,715	1,134	3,146	13,172	6,912
Legal fees	23,135	2,033	20,902	1,631	168	1,356	1,391	579	9,266	4,366
Other professional fees/consultants	124,195	20,412	64,183	11,109	1,313	5,901	1,608	3,727	14,553	8,400
Staff development and training:										
Journals and publications	11,694	2,182	9,512	1,385	112	550	168	717	1,944	1,024
Conferences/conventions	86,368	14,140	72,228	15,273	439	3,395	390	1,313	15,111	9,657
Other staff development	180,379	34,678	145,701	2,621	413	8,793	18,549	1,699	29,857	23,256
Occupancy costs:										
Rent	9,607	9,607	—	—	—	—	—	—	—	—
Heating costs	13,294	—	7,932	—	—	—	—	—	—	—
Other utilities	409,302	9,713	227,804	—	6,536	26,251	9,289	—	41,237	18,890
Maintenance and repairs	775,577	15,145	470,913	—	13,391	32,589	19,043	722	91,727	39,790
Other occupancy costs	220,740	54	38,403	1,995	—	126	—	—	140	—
Consumable supplies:										
Office	250,594	52,905	196,414	22,100	1,168	6,558	4,477	13,350	43,608	11,662
Building/household	73,309	2,469	61,863	180	837	5,498	1,206	63	5,556	2,556
Educational/training	634,425	3,151	631,274	23,038	5,906	26,006	2,651	5,562	186,945	41,484
Food	102,540	911	74,018	318	2	170	142	7	116	37
Medical	72,948	(15)	72,963	264	(2)	(11)	(3)	(9)	17,173	(20)
Other consumable supplies	619,879	83,566	536,313	89,884	7,775	41,645	13,290	35,535	144,812	73,978
Depreciation - equipment	227,056	18,393	208,663	39,014	6,135	10,824	8,227	10,626	45,748	29,600
Depreciation - building	443,617	8,611	195,875	5,613	6,666	7,650	9,039	3,217	43,916	18,154
Equipment maintenance	26,205	5,006	21,199	2,849	168	912	506	1,391	6,144	2,291
Advertising	69,661	8,012	61,599	9,733	913	4,130	1,261	4,453	14,592	7,684
Printing	34,818	3,150	31,668	5,623	235	2,320	414	4,235	6,818	2,048
Telephone/communication	381,255	29,242	352,013	51,674	7,790	25,660	16,365	25,956	83,408	42,425
Postage and shipping	49,408	25,282	24,126	3,784	330	2,374	496	1,369	5,744	3,022
Transportation:										
Staff	206,686	2,983	203,311	37,771	136	22,048	12,151	498	26,866	76,391
Clients	6,898	—	6,898	—	—	47	—	3	42	—
Insurance:										
Malpractice and bonding	63,965	5,849	56,808	10,061	806	4,318	1,318	3,656	15,309	8,034
Vehicles	15,885	1,507	14,378	2,546	213	1,093	334	923	3,867	2,034
Comprehensive property/liability	123,987	11,367	108,420	19,202	1,491	8,241	2,516	6,988	29,254	15,332
Membership dues	44,628	5,412	34,416	5,146	449	2,209	674	1,862	7,802	4,110
Interest expense	256,944	—	—	—	—	—	—	—	—	—
Other expenditures	198,242	21,861	84,088	27,697	969	11,883	3,628	10,351	43,142	23,134
Total expenditures	<u>34,716,979</u>	<u>3,368,217</u>	<u>29,970,659</u>	<u>4,885,860</u>	<u>256,616</u>	<u>2,444,022</u>	<u>555,013</u>	<u>1,445,620</u>	<u>7,879,982</u>	<u>3,808,348</u>
Administration allocation	—	(3,368,217)	3,368,217	550,681	32,540	283,309	59,754	166,932	879,795	434,087
Total expenses	<u>\$34,716,979</u>	<u>\$ —</u>	<u>\$33,338,876</u>	<u>\$5,436,541</u>	<u>\$ 289,156</u>	<u>\$2,727,331</u>	<u>\$ 614,767</u>	<u>\$1,612,552</u>	<u>\$8,759,777</u>	<u>\$4,242,435</u>

	Center						Amoskeag		Foundation	
	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Operating Property	Rental Property	Administration	Program Related	Administration
Personnel costs:										
Salary and wages	\$3,309,408	\$ 297,582	\$ 583,486	\$ 49,033	\$1,169,284	\$ --	\$ --	\$ 18,840	\$ 17,155	\$ --
Employee benefits	643,864	74,230	153,699	10,888	234,669	--	--	7,859	--	--
Payroll taxes	253,036	22,812	43,872	3,750	89,043	--	--	2,754	--	--
	4,206,308	394,624	781,057	63,671	1,492,996	--	--	29,453	17,155	--
Professional fees:										
Client evaluation/services	85,329	--	--	59	15,186	--	--	--	--	--
Audit fees	7,020	594	1,836	216	1,782	--	--	5,765	--	--
Legal fees	1,299	110	340	67	329	113	87	--	--	--
Other professional fees/consultants	8,054	668	2,127	2,299	4,424	22,418	17,182	--	--	--
Staff development and training:										
Journals and publications	1,300	88	844	32	1,348	--	--	--	--	--
Conferences/conventions	9,091	435	2,793	387	13,944	--	--	--	--	--
Other staff development	29,457	5,106	3,393	23	22,534	--	--	--	--	--
Occupancy costs:										
Rent	--	--	--	--	--	--	--	--	--	--
Heating costs	--	--	7,932	--	--	--	--	--	5,362	--
Other utilities	76,339	--	43,514	497	5,251	91,435	70,081	--	10,269	--
Maintenance and repairs	175,929	137	84,875	1,168	11,542	141,964	108,810	--	38,745	--
Other occupancy costs	32,640	--	5,299	--	(1,797)	100,478	77,012	--	4,793	--
Consumable supplies:										
Office	20,266	132	2,032	1,885	69,176	--	--	1,275	--	--
Building/household	39,189	12	5,600	67	1,099	--	--	--	8,977	--
Educational/training	162,077	219	5,410	233	171,743	--	--	--	--	--
Food	67,405	2	5,423	--	396	--	--	--	27,611	--
Medical	54,678	(2)	(6)	(1)	902	--	--	--	--	--
Other consumable supplies	78,318	6,206	19,478	2,257	23,135	--	--	--	--	--
Depreciation - equipment	36,500	3,608	11,893	1,022	5,466	--	--	--	--	--
Depreciation - building	65,409	--	29,730	6,344	137	122,496	93,889	--	22,746	--
Equipment maintenance	2,139	146	1,626	58	2,969	--	--	--	--	--
Advertising	8,030	660	2,042	240	7,861	28	22	--	--	--
Printing	4,966	138	425	56	4,390	--	--	--	--	--
Telephone/communication	60,951	7,629	19,664	736	9,755	--	--	--	--	--
Postage and shipping	4,921	260	803	94	929	--	--	--	--	--
Transportation:										
Staff	6,887	1,922	3,234	91	15,316	--	--	--	392	--
Clients	2,131	--	4,675	--	--	--	--	--	--	--
Insurance:										
Malpractice and bonding	8,159	690	2,134	251	2,072	--	--	--	1,308	--
Vehicles	2,065	175	540	64	524	--	--	--	--	--
Comprehensive property/liability	15,573	1,318	4,073	479	3,953	--	--	--	4,200	--
Membership dues	4,324	353	1,130	4,298	2,059	--	--	--	--	4,800
Interest expense	--	--	--	--	--	253,414	--	--	3,530	--
Other expenditures	22,548	1,922	5,876	691	(67,753)	--	--	--	72,844	19,449
Total expenditures	5,299,302	427,152	1,059,792	87,284	1,821,668	732,346	367,083	36,493	217,932	24,249
Administration allocation	586,940	50,543	129,618	9,467	184,551	--	--	--	--	--
Total program expenses	\$5,886,242	\$ 477,695	\$1,189,410	\$ 96,751	\$2,006,219	\$ 732,346	\$ 367,083	\$ 36,493	\$ 217,932	\$ 24,249

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities:		
Change in net assets	\$ 1,150,494	\$ 468,313
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities:		
Depreciation and amortization	700,371	670,673
Amortization of debt issuance costs	10,461	10,461
Restricted contributions	(4,475)	(6,418)
Net realized and unrealized gains on investments	(49,761)	(123,950)
Change in operating assets and liabilities:		
Patient accounts receivable	(307,550)	(427,944)
Other accounts receivable	(1,811,125)	(127,566)
Prepaid expenses	(61,700)	(100,706)
Accounts payable	(190,884)	187,691
Accrued payroll, vacation and other accruals	195,935	489,304
Deferred revenue	416,969	111,302
Accrual for estimated third-party payor settlements	(99,218)	99,218
Amounts held for patients and other deposits	1,522	2,031
Postretirement benefit obligation	2,321	(2,553)
Extended illness leave	<u>23,744</u>	<u>45,376</u>
Net cash (used) provided by operating activities	(22,896)	1,295,232
Cash flows from investing activities:		
Purchases of property and equipment	(1,111,420)	(531,943)
Change in assets whose use is limited or restricted	(22,103)	(79,803)
Proceeds from sale of investments	1,677,303	1,191,284
Purchases of investments	<u>(1,681,702)</u>	<u>(1,603,190)</u>
Net cash used by investing activities	(1,137,922)	(1,023,652)
Cash flows from financing activities:		
Restricted contributions	4,475	6,418
Proceeds from issuance of long-term debt	4,390,000	—
Payments on long-term debt	<u>(164,869)</u>	<u>(215,438)</u>
Net cash provided (used) by financing activities	<u>4,229,606</u>	<u>(209,020)</u>
Net change in cash, restricted cash and cash equivalents	3,068,788	62,560
Cash, cash equivalents and restricted cash at beginning of year	<u>6,549,983</u>	<u>6,487,423</u>
Cash, cash equivalents and restricted cash at end of year	<u>\$ 9,618,771</u>	<u>\$ 6,549,983</u>
Supplemental disclosures:		
Interest paid	<u>\$ 198,142</u>	<u>\$ 236,122</u>

See accompanying notes.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies

Nature of Operations

The Mental Health Center of Greater Manchester, Inc. (the Center) is a not-for-profit corporation organized under New Hampshire law to provide services in the areas of mental health, and related nonmental health programs. The Center is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Amoskeag Residences, Inc. (Amoskeag), a not-for-profit corporation formed through the Center, was organized to acquire real property in Manchester, New Hampshire and to operate thereon a project group home under a Section 202 direct loan of the National Housing Act. The project is regulated by the United States Department of Housing and Urban Development (HUD), and serves on average 12 chronically mentally ill individuals in New Hampshire. Amoskeag received funding under Section 8 of the National Housing Act and is subject to a housing assistance payments agreement.

In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the Foundation) became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center. The Foundation has two additional affiliates, MMH Realty Corporation (Realty) and Manchester Mental Health Ventures Corporation (Ventures), both of which are currently inactive.

In July 2017, the Center acquired commercial real estate in Manchester, New Hampshire that it previously leased a portion of. As of June 30, 2020, the Center occupies approximately 43,000 square feet of the approximately 65,000 square feet in the building (the Center occupied 37,000 square feet as of June 30, 2019). The remaining square footage is leased to unrelated third parties and the entire building is managed by an unrelated management company engaged by the Center.

Basis of Presentation and Principles of Consolidation

The consolidated financial statements (the financial statements) include the accounts of the Foundation, Center and Amoskeag, collectively referred to as the Organization. All inter-company transactions and accounts have been eliminated in consolidation.

Use of Estimates

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)Income Taxes

The Organization consists of not-for-profit entities as described in Section 501(c)(3) of the Internal Revenue Code, and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. The Organization believes that it has appropriate support for the income tax positions taken and to be taken, and that its accruals for tax liabilities are adequate for all open tax years based on an assessment of many factors including experience and interpretations of tax laws applied to the facts of each matter. Management evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income, has taken no significant uncertain tax positions that require disclosure in the accompanying financial statements and has no material liability for unrecognized tax benefits.

Cash and Cash Equivalents

The Organization considers cash in bank and all other highly liquid investments with an original maturity of three months or less to be cash and cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk on these accounts.

Restricted Cash

Restricted cash consists of cash received by the Organization for insurance settlement payments, resident deposits and replacement reserves as required by HUD. The cash received is recorded as restricted cash and a corresponding payable or deposit liability is recorded in the accompanying statements of financial position. The Organization maintains its restricted cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced losses in such accounts and believes it is not exposed to any significant risks on these accounts.

In accordance with Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)*, cash and restricted cash are presented together in the statement of cash flows.

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the statements of financial position at that sum to the total of the same such amounts shown in the statements of cash flows:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$9,525,985	\$6,062,465
Restricted cash	<u>92,786</u>	<u>487,518</u>
Total cash, cash equivalents and restricted cash	<u>\$9,618,771</u>	<u>\$6,549,983</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)**Patient Accounts Receivable**

For patient accounts receivable resulting from revenue recognized prior to July 1, 2019, an allowance for doubtful accounts was established to reduce the carrying value of such receivables to their estimated net realizable value. Generally, this allowance was estimated based on the aging of accounts receivable, historical collection experience and other factors. Under the provisions of FASB ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which the Organization adopted effective July 1, 2019 using the full retrospective method, when an unconditional right to payment exists, subject only to the passage of time, the right is treated as a receivable. Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. For accounts receivable subsequent to the adoption of ASU No. 2014-09 on July 1, 2019, the estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than an allowance for doubtful accounts. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical writeoffs and expected net collections, business and economic conditions, and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections as a primary source of information in estimating the collectability of its accounts receivable. Management believes its regular updates to the implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations.

Other Accounts Receivable

Other accounts receivable consists of amounts due from various grants and contracts entered into with the State of New Hampshire and federal government related to providing mental health services, amounts due from third-party managed care organizations and amounts due for services provided to other not-for-profit organizations. The amounts due from not-for-profit organizations and state and federal grants billed to the respective agencies are expected to be fully collectible. Accordingly, no allowance for doubtful amounts has been established. Amounts due from third-party managed care organizations represent management's best estimate of variable consideration expected to be received, and has been constrained to ensure a significant reversal of revenue will not occur.

Property and Equipment

Property and equipment are carried at cost if purchased or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years. Maintenance and repairs are charged to expense as incurred.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

Debt Issuance Costs

Costs associated with the issuance of long-term debt are initially capitalized and amortized to interest expense over the respective life of the related obligation. The unamortized portion of debt issuance costs is presented as a component of long-term debt.

Vacation Pay and Fringe Benefits

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

Program Service Fees

Prior to the adoption of ASU 2014-09 by the Organization on July 1, 2019, the Organization recognized program service fee revenue as services were rendered and reported revenue at the estimated net realizable amounts from patients, third-party payors and others for services rendered. On the basis of historical experience, a portion of the Organization's uninsured patients were unable or unwilling to pay for services provided. Thus, the Organization recorded a provision for bad debts related to uninsured patients in the period the services were provided. The Organization adopted the new standard effective July 1, 2019, using the full retrospective method and updated its accounting policies related to revenues, as discussed below. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption.

Program service fee revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These revenues generally relate to contracts with patients in which the Organization's performance obligations are to provide health care services to patients. Revenues are recorded during the period obligations to provide health care services are satisfied. Performance obligations for services are generally satisfied over a period of less than one day.

The contractual relationships with patients, in most cases, also involve a third-party payor (Medicaid, Medicare, managed care organizations and commercial insurance companies) and the transaction prices for the services provided are dependent upon the terms provided by Medicaid, Medicare, managed care organizations and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. The Organization receives reimbursement from Medicare, Medicaid and insurance companies at defined rates for services to clients covered by such third-party payor programs. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

Settlements with third-party payors are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Organization's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated the adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known.

Rental Income

Rental income from operating leases leased by third parties is recognized over time on a straight-line basis in nonoperating income over the noncancelable term of the related leases. Recognition of rental income commences when the tenant takes control of the space. Judgment is required to determine when a tenant takes control of the space, and accordingly, when to commence the recognition of rent. The Organization's leases generally provide for minimum rent and contain renewal options.

State and Federal Grant Revenue and Expenditures

The Center receives a number of grants from, and has entered into various contracts with, the State of New Hampshire and Federal government related to providing mental health services. Revenues and expenses under state and federal grant programs are recognized over time as the related expenditure is incurred. Grant monies that are advanced to the Organization prior to fiscal year end are recorded as deferred revenue until such time funds are expended.

Other Income

Other income predominately pertains to the portion of Medicaid capitated payments that exceed the standard fee for service reimbursement (based on a Department of Health and Human Services rate schedule) that the Center receives. Capitation is a payment methodology under which a provider receives a fixed amount per person to provide health care services to a specified population of patients during a specified time period. The Center is paid the fixed amount per person regardless of whether that person receives services or not. Other components of other income include meaningful use revenues, Medicaid directed payments, and other miscellaneous sources of income that are recognized when earned or upon receipt if the ultimate payment to be received is not estimable.

Performance Indicator

Excess of revenues over expenses is comprised of operating revenues and expenses and nonoperating revenues and expenses. For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral or incidental transactions are reported as nonoperating revenues or expenses, which include contributions, rental activities, net investment return, other nonoperating expenses, and contributions to charitable organizations.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restrictions and reported in the statement of operations as either net assets released from restrictions for operations (for noncapital-related items) or net assets released from restrictions for property, plant and equipment (for capital-related items). Some restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity.

Except for contributions related to capital purchases, donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying financial statements.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted consist of donor-restricted funds.

Investments and Investment Income

Investments, including assets whose use is limited or restricted, are measured at fair value in the statements of financial position. Interest income on operating cash is reported within operating revenues. Net investment return on investments and assets whose use is limited or restricted (including realized and unrealized gains and losses on investments, investment fees and interest and dividends) is reported as nonoperating revenues (expenses). The Organization has elected to reflect changes in the fair value of investments and assets whose use is limited or restricted, including both increases and decreases in value whether realized or unrealized in nonoperating revenues or expenses.

Investment Return Objectives, Risk Parameters and Strategies

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

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

Spending Policy for Appropriation of Assets for Expenditure

The Board of Directors of the Foundation determines the method to be used to appropriate endowment funds for expenditure. As a guideline, approximately 5% of the total value of the three year quarterly average of available funds is intended to be distributed annually. The corresponding calculated spending allocations are distributed in an annual installment from the current net total or accumulated net total investment returns for individual endowment funds. In establishing this policy, the Board of Directors considered the expected long term rate of return on its endowment. No amounts were appropriated for expenditure during the year ended June 30, 2020.

Retirement Benefits

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employee's contributions are matched by the Center up to 5% of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$670,556 and \$554,303 for the years ended June 30, 2020 and 2019, respectively.

Extended Illness Leave Plan

The Center sponsors an unfunded extended illness leave plan for employees. Employees with at least 10 years of service are eligible to receive a lump sum payout of up to 100% of any accrued unused extended illness leave, based upon years of service at retirement. The Center incurred extended illness leave expenses totaling \$37,999 and \$39,744 during the years ended June 30, 2020 and 2019, respectively. The Center expects to make employer contributions totaling \$141,200 for the fiscal year ending June 30, 2021. Liabilities recognized are based on a third party actuarial analysis.

The following table sets forth the change in the Center's extended illness leave plan liability during the years ended June 30:

	<u>2020</u>	<u>2019</u>
Statement of financial position liability at beginning of year	\$(460,541)	\$(415,165)
Net actuarial loss arising during the year	(1,270)	(18,927)
Increase from current year service and interest cost	(48,172)	(47,474)
Contribution made during the year	<u>25,698</u>	<u>21,025</u>
Statement of financial position liability at end of year	\$(484,285)	\$(460,541)

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)**Postretirement Health Benefit Plan**

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2007, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The Center recognized a net postretirement health benefit totaling \$4,388 and \$5,915 during the years ended June 30, 2020 and 2019, respectively. The Center expects to make employer contributions totaling \$11,300 for the fiscal year ending June 30, 2021.

The following table sets forth the change in the Center's postretirement health benefit plan liability, as calculated by a third party actuary during the years ended June 30:

	<u>2020</u>	<u>2019</u>
Statement of financial position liability at beginning of year	\$ (68,672)	\$ (71,225)
Net actuarial loss arising during the year	(12,907)	(7,315)
Increase from current year service and interest cost	(2,333)	(2,740)
Contributions made during the year	<u>12,919</u>	<u>12,608</u>
Statement of financial position liability at end of year	<u>\$ (70,993)</u>	<u>\$ (68,672)</u>

Malpractice Loss Contingencies

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

Functional Expense Allocation

The costs of providing program services and other activities have been summarized on a functional basis in the consolidating statement of functional expenses. Accordingly, costs have been allocated among program services and supporting services benefitted.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The ASU supersedes the revenue recognition requirements in Topic 605 (Revenue Recognition) and most industry-specific guidance throughout the Industry Topics of Codification. The core principal of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Organization adopted the new standard effective July 1, 2019, using the full retrospective method. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption. The most significant impact of adopting the new standard is the presentation of the statements of activities, where "program service fees" is presented net of estimated implicit price concession revenue deductions. The related presentation of "allowances for doubtful accounts" has also been eliminated from the consolidated statements of financial position as a result of the adoption of the new standard.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 has been applied retrospectively to all periods presented and did not have a material impact on the financial statements.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* (ASU 2016-01). The amendments in ASU 2016-01 address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. ASU 2016-01 is effective for the Organization for the year ended June 30, 2020, with early adoption permitted. The Organization adopted ASU No. 2016-01 during the fiscal year ended June 30, 2020 and the adoption had no impact on the financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the Organization on July 1, 2022. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Organization is currently evaluating the impact of the pending adoption of ASU 2016-02 on the Organization's financial statements.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

In September 2020, the FASB Issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires organizations to present contributed nonfinancial assets as a separate line item in the statement of activities and disclose the amount of contributed nonfinancial assets recognized within the statement of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for the Organization for transactions in which they serve as the resource recipient beginning July 1, 2021, with early adoption permitted. The Organization is currently evaluating the impact of the pending adoption of ASU 2020-07 on its financial statements.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 outbreak could negatively impact, for some period of time, the overall economy as well as certain business segments. Investment markets have experienced increased volatility which may negatively affect the carrying value of the Organization's investments. In addition, COVID-19 could adversely affect the Organization's financial condition and results of operations due to the inability to provide in-person services. At the date of these financial statements, management is unable to quantify the potential effects of this pandemic on future operations.

The Organization believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by many factors, most of which are beyond control and ability to forecast. Such factors include, but are not limited to, the scope and duration of stay-at-home practices and business closures and restrictions, declines in patient volumes for an indeterminable length of time, increases in the number of uninsured and underinsured patients as a result of higher sustained rates of unemployment, incremental expenses required for supplies and personal protective equipment, and changes in professional and general liability exposure. Because of these and other uncertainties, the Organization cannot estimate the length or severity of the impact of the pandemic on its operations. Decreases in cash flows and results of operations may have an impact on the inputs and assumptions used in significant accounting estimates, including estimated implicit price concessions related to uninsured patient accounts, and professional and general liability reserves.

During the fourth quarter of fiscal 2020, the Organization received \$428,451 from the \$50 billion general distribution fund from the CARES Act Provider Relief Fund. These distributions from the Provider Relief Fund are not subject to repayment, provided the Organization is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through June 30, 2020, the Organization has recorded the full amount of the Provider Relief Funds received within deferred revenue on the accompanying statements of financial position.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 2019

1. Summary of Significant Accounting Policies (Continued)

During the fourth quarter of fiscal year 2020, the Organization successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective for the period of July 1, 2019 through June 30, 2020, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

Reclassifications

Certain 2019 amounts have been reclassified to permit comparison with the 2020 financial statements presentation format.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through November 24, 2020 which is the date the financial statements were available to be issued.

2. Program Service Fees From Third-Party Payors

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

New Hampshire and Managed Medicaid - The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service and case rates.

Approximately 75% and 74% of program service fee revenue is from participation in the state and managed care organization sponsored Medicaid programs for the years ended June 30, 2020 and 2019, respectively. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

3. Patient Accounts and Other Receivables

Patient accounts receivable consists of the following at June 30:

	<u>2020</u>	<u>2019</u>
Due from clients	\$ 409,900	\$ 372,523
Managed Medicaid	226,603	293,860
Medicaid receivable	506,570	405,094
Medicare receivable	184,591	71,465
Other insurance	<u>693,943</u>	<u>571,115</u>
	<u>\$2,021,607</u>	<u>\$1,714,057</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 2019

3. Patient Accounts and Other Receivables (Continued)

Other accounts receivable consists of the following at June 30:

	<u>2020</u>	<u>2019</u>
State and federal grants receivable	\$ 1,304,371	\$389,205
Amounts due from third-party payors	886,895	—
Amounts due from other not-for-profit organizations	<u>224,761</u>	<u>215,697</u>
	<u>\$2,416,027</u>	<u>\$604,902</u>

4. Investments and Assets Whose Use is Limited or Restricted

Investments and assets whose use is limited or restricted are presented in the financial statements at market value as follows at June 30:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 248,308	\$ 58,183
Certificate of deposit	250,000	250,000
Fixed income securities	597,985	633,230
Common stock and mutual funds	<u>3,475,737</u>	<u>3,554,354</u>
	<u>\$4,572,030</u>	<u>\$4,495,767</u>

Investments

Investments, stated at fair value, are comprised of the following at June 30:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 222,938	\$ 52,434
Certificate of deposit	250,000	250,000
Fixed income securities	536,887	570,665
Common stock and mutual funds	<u>3,120,610</u>	<u>3,203,176</u>
	<u>\$4,130,435</u>	<u>\$4,076,275</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 2019

4. Investments and Assets Whose Use is Limited or Restricted (Continued)*Assets Whose Use is Limited or Restricted*

The composition of assets whose use is limited or restricted, stated at fair value, is comprised of the following at June 30:

	<u>2020</u>	<u>2019</u>
Donor restricted:		
Cash and cash equivalents	\$ 25,370	\$ 5,749
Fixed income securities	61,098	62,565
Common stock and mutual funds	<u>355,127</u>	<u>351,178</u>
	<u>\$441,595</u>	<u>\$419,492</u>

Interest and dividend income, investment fees and net realized and unrealized gains and losses from assets whose use is limited and investments included in nonoperating revenues and expenses are comprised of the following at June 30:

	<u>2020</u>	<u>2019</u>
Interest and dividend income:		
Without donor restrictions	\$117,408	\$114,518
With donor restrictions	14,519	12,378
Investment fees:		
Without donor restrictions	(19,149)	(19,105)
With donor restrictions	(2,368)	(2,065)
Net realized gains:		
Without donor restrictions	83,530	26,182
With donor restrictions	10,330	2,830
Net unrealized (losses) gains:		
Without donor restrictions	(39,246)	85,677
With donor restrictions	<u>(4,853)</u>	<u>9,261</u>
	<u>\$160,171</u>	<u>\$229,676</u>

5. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

5. Fair Value Measurements (Continued)

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the Organization for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

Level 1 - Observable inputs such as quoted prices in active markets;

Level 2 - Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3 - Unobservable inputs in which there is little or no market data.

Assets and liabilities measured at fair value are based on one or more of three valuation techniques. The three valuation techniques are as follows:

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;
- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and
- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at June 30, 2020 or 2019.

The following is a description of the valuation methodologies used:

Certificate of Deposit and Fixed Income Securities

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency, which are primarily classified as Level 1 within the fair value hierarchy.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

5. Fair Value Measurements (Continued)

Mutual funds

Mutual funds are valued based on the closing net asset value of the fund as reported in the active market in which the security is traded, which generally results in classification as Level 1 within the fair value hierarchy.

Common Stock

Common stock is valued at the closing price of the fund as reported in the active market in which the security is traded, which generally results in classification as Level 1 within the fair value hierarchy.

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2020 and 2019. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

<u>Description</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2020</u>				
Cash and cash equivalents	\$ 248,308	\$ —	\$ —	\$ 248,308
Certificate of deposit	250,000	—	—	250,000
Fixed income:				
Corporate bonds	597,985	—	—	597,985
Mutual funds:				
Bank loans	73,294	—	—	73,294
Emerging markets bond	18,149	—	—	18,149
Intermediate/long-term high quality U.S.	237,761	—	—	237,761
Large cap foreign equity	485,055	—	—	485,055
Large cap U.S. blend equity	1,136,270	—	—	1,136,270
Large cap U.S. growth equity	296,958	—	—	296,958
Large cap U.S. value equity	269,324	—	—	269,324
Sector	376,420	—	—	376,420
Short-term bond	111,087	—	—	111,087
Small cap foreign/emerging market equity	153,129	—	—	153,129
Strategic income	245,111	—	—	245,111
Tactical	<u>73,179</u>	<u>—</u>	<u>—</u>	<u>73,179</u>
	<u>\$4,572,030</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$4,572,030</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

5. Fair Value Measurements (Continued)

<u>Description</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2019</u>				
Cash and cash equivalents	\$ 58,183	\$ —	\$ —	\$ 58,183
Certificate of deposit	250,000	—	—	250,000
Common stock:				
Large cap value	10,307	—	—	10,307
Fixed income:				
Corporate bonds	633,230	—	—	633,230
Mutual funds:				
Bank loans	123,986	—	—	123,986
Emerging markets bond	70,234	—	—	70,234
Foreign large cap equity	480,412	—	—	480,412
Intermediate term bond	113,025	—	—	113,025
Large cap blended equity	1,858,273	—	—	1,858,273
Mortgage backed security	156,593	—	—	156,593
Sector	302,823	—	—	302,823
Short-term bond	66,667	—	—	66,667
Small cap foreign/emerging market equity	168,556	—	—	168,556
Strategic income	132,713	—	—	132,713
Tactical	<u>70,765</u>	<u>—</u>	<u>—</u>	<u>70,765</u>
	<u>\$4,495,767</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$4,495,767</u>

6. Property and Equipment

Property and equipment consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
Operating properties:		
Land	\$ 1,902,002	\$ 1,835,152
Buildings and improvements	14,105,361	12,658,142
Furniture and equipment	<u>2,795,166</u>	<u>2,490,922</u>
	18,802,529	16,984,216
Less accumulated depreciation	<u>(7,300,447)</u>	<u>(6,646,311)</u>
	11,502,082	10,337,905
Commercial rental properties:		
Land	249,026	315,876
Buildings and improvements	<u>3,234,478</u>	<u>3,874,524</u>
	3,483,504	4,190,400
Less accumulated depreciation	<u>(225,175)</u>	<u>(178,943)</u>
	<u>3,258,329</u>	<u>4,011,457</u>
	<u>\$14,760,411</u>	<u>\$14,349,362</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 2019

6. Property and Equipment (Continued)

Depreciation expense for the year ended June 30, 2020 was \$700,371 of which \$616,268 is reflected in operations and \$84,103 is reflected in nonoperating activity related to rental properties. Depreciation expense for the year ended June 30, 2019 was \$670,673 of which \$576,784 is reflected in operations and \$93,889 is reflected in nonoperating activity related to rental properties.

7. Deferred Revenue

Deferred revenue consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
CARES Act Provider Relief Funds	\$428,451	\$ —
Cenpatico cap adjustment	80,237	80,237
Granite State UW BMBF Youth grant	8,671	25,000
Miscellaneous deferred revenue	26,863	24,496
Pearl Manor Seniors Initiative Grant	18,358	27,728
People With Disabilities First Aid Grant	<u>11,850</u>	<u>—</u>
	<u>\$574,430</u>	<u>\$157,461</u>

8. Line of Credit

As of June 30, 2020 and 2019, the Center had available a line of credit with a bank providing for maximum borrowings of \$2,500,000. There were no borrowings outstanding at June 30, 2020 and 2019. The line is secured by all business assets of the Center and was not utilized as of June 30, 2020. These funds are available with interest charged at TD Bank, N.A. base rate (3.25% as of June 30, 2020). The line of credit is due on demand and is set to expire on February 28, 2021.

9. Long-Term Debt

On April 20, 2020, the Organization received loan proceeds in the amount of \$4,390,000 through the Paycheck Protection Program (PPP) established by the *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act) and administered by the U.S. Small Business Administration (SBA). The PPP provides loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses of the qualifying organization. The loan and accrued interest had original terms that were forgivable after eight weeks as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent, and utilities, and maintains its payroll levels. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the eight-week period. Certain modifications to PPP loan terms were signed into law in June 2020 that changed the forgiveness, covered period and forgiveness periods.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Years Ended June 30, 2020 and 2019

9. Long-Term Debt (Continued)

The unforgiven portion of the PPP loan bears interest at 1%, with a deferral of payments for the first six months. In October 2020, the deferral period was extended to ten months. The loan may be prepaid at any time without penalty and has a maturity date in April 2022. The Organization intends to use the proceeds for purposes consistent with the PPP. While the Organization currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, as of the date of issuance of these financial statements, there is no assurance that the Organization will not take actions that could cause the Organization to be ineligible for forgiveness of the loan, in whole or in part. The Organization has accounted for the PPP loan in accordance with FASB ASC Topic 470, *Debt*.

Long-term debt consisted of the following at June 30:

	<u>2020</u>	<u>2019</u>
Bond payable to a bank, due July 2027, with interest only payments at 3.06% through February 2026. Fixed principal payments commence March 2026. Secured by specific real estate	\$ 5,760,000	\$ 5,760,000
Note payable to a bank, due March 2026, monthly principal payments of \$17,016, plus interest at a 4.4% interest rate per annum. Secured by specific real estate	1,392,708	1,545,852
Note payable to a bank, due July 2020, monthly principal and interest payments of \$1,231 at a 3.27% interest rate. Secured by specific real estate	68,535	80,260
PPP loan	<u>4,390,000</u>	<u>—</u>
	11,611,243	7,386,112
Less current portion	(2,169,961)	(230,290)
Less unamortized debt issuance costs	<u>(74,098)</u>	<u>(84,559)</u>
	<u>\$ 9,367,184</u>	<u>\$ 7,071,263</u>

In connection with the line of credit, note payable and bond payable agreements, the Center is required to comply with certain restrictive financial covenants including, but not limited to, debt service coverage and days cash on hand ratios. At June 30, 2020, the Organization was in compliance with these restrictive covenants.

Aggregate principal payments on long-term debt, due within the next five years and thereafter are as follows:

Year ending June 30:	
2021	\$ 2,169,961
2022	2,657,739
2023	201,834
2024	235,866
2025	214,096
Thereafter	<u>6,131,747</u>
	<u>\$11,611,243</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 2019

9. Long-Term Debt (Continued)

Interest expense for the years ending June 30, 2020 and 2019 was \$274,867 and \$256,944, respectively. In accordance with ASU 2015-03, the amortization of debt issuance costs of \$10,461 is reflected in interest expense at June 30, 2020 and 2019. The remaining balance of \$264,406 and \$246,483, respectively, is interest related to the above debt for the years ended June 30, 2020 and 2019, respectively.

10. Lease Obligations

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under noncancelable operating leases with terms of one year or more as of June 30, 2020 are as follows:

2021	\$ 88,623
2022	54,103
2023	14,973
2024	1,673
2025	<u>1,255</u>
	<u>\$160,627</u>

Rent expense incurred by the Center was \$103,898 and \$92,697 for the years ended June 30, 2020 and 2019, respectively.

11. Leases in Financial Statements of Lessors

In July 2017, the Center acquired an office building it previously partially leased located at 2 Wall Street in Manchester, New Hampshire. The Center leases the real estate it does not occupy to nonrelated third parties. Aggregate future minimum lease payments to be received from tenants under noncancelable operating leases with terms of one year or more as of June 30, 2020 are as follows:

2021	\$ 355,663
2022	285,217
2023	215,792
2024	214,225
2025	112,185
Thereafter	<u>59,606</u>
	<u>\$1,242,688</u>

Rental revenue related to these noncancelable operating leases was \$401,003 and \$403,191 for the years ended June 30, 2020 and 2019, respectively.

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 2019

12. Concentrations of Credit Risk

The Foundation holds investments with LPL Financial totaling \$4,322,030 and \$4,245,767 as of June 30, 2020 and 2019, respectively. Of this amount \$3,822,030 and \$3,745,767, respectively, is in excess of SIPC coverage of \$500,000 and is uninsured at June 30, 2020 and 2019, respectively.

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

	<u>2020</u>	<u>2019</u>
Due from clients	41%	44%
Managed Medicaid	12	13
Medicaid receivable	15	13
Medicare receivable	8	3
Other insurance	<u>24</u>	<u>27</u>
	<u>100%</u>	<u>100%</u>

13. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30:

	<u>2020</u>	<u>2019</u>
Purpose restriction:		
Educational scholarships and program related activities	\$209,298	\$187,195
Perpetual in nature:		
Investments to be held in perpetuity, the income from which is restricted to support educational scholarships and program related activities	<u>232,297</u>	<u>232,297</u>
	<u>\$441,595</u>	<u>\$419,492</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

Years Ended June 30, 2020 and 2019

14. Liquidity and Availability

Financial assets available for general expenditure within one year of the statement of financial position date, consist of the following at June 30, 2020:

Financial assets at year end:

Cash and cash equivalents	\$ 9,525,985
Patient accounts receivable	2,021,607
Other accounts receivable	2,416,027
Investments	<u>4,130,435</u>

Financial assets available to meet general
expenditures within one year

\$18,094,054

The Foundation receives contributions restricted by donors, and considers contributions restricted for programs which are ongoing, major and central to its annual operations to be available to meet cash needs for general expenditures.

Supplementary Information

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2020

ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current assets:					
Cash and cash equivalents	\$ 9,174,331	\$ 34,587	\$117,067	\$ 200,000	\$ 9,525,985
Restricted cash	4,322	—	88,464	—	92,786
Patient accounts receivable	2,021,607	—	—	—	2,021,607
Other accounts receivable	2,414,414	199,900	1,713	(200,000)	2,416,027
Due from affiliate	161,908	—	—	(161,908)	—
Investments – short-term	250,000	—	—	—	250,000
Prepaid expenses	<u>556,789</u>	<u>—</u>	<u>691</u>	<u>—</u>	<u>557,480</u>
Total current assets	14,583,371	234,487	207,935	(161,908)	14,863,885
Investments – long-term	—	3,880,435	—	—	3,880,435
Assets whose use is limited or restricted	—	441,595	—	—	441,595
Property and equipment, net of accumulated depreciation	<u>14,609,960</u>	<u>—</u>	<u>150,451</u>	<u>—</u>	<u>14,760,411</u>
Total assets	<u>\$29,193,331</u>	<u>\$4,556,517</u>	<u>\$358,386</u>	<u>\$(161,908)</u>	<u>\$33,946,326</u>

LIABILITIES AND NET ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current liabilities:					
Accounts payable	\$ 183,858	\$ —	\$ 2,586	\$ —	\$ 186,444
Accrued payroll, vacation and other accruals	3,935,578	711	—	—	3,936,289
Deferred revenue	574,430	—	—	—	574,430
Due to affiliate	—	128,400	33,508	(161,908)	—
Current portion of long-term debt	2,155,303	—	14,658	—	2,169,961
Amounts held for patients and other deposits	<u>20,187</u>	<u>—</u>	<u>2,615</u>	<u>—</u>	<u>22,802</u>
Total current liabilities	6,869,356	129,111	53,367	(161,908)	6,889,926
Extended illness leave, long term	484,285	—	—	—	484,285
Post-retirement benefit obligation	70,993	—	—	—	70,993
Long-term debt, less current maturities and unamortized debt issuance costs	<u>9,313,307</u>	<u>—</u>	<u>53,877</u>	<u>—</u>	<u>9,367,184</u>
Total liabilities	16,737,941	129,111	107,244	(161,908)	16,812,388
Net assets:					
Without donor restrictions	12,455,390	3,985,811	251,142	—	16,692,343
With donor restrictions	<u>—</u>	<u>441,595</u>	<u>—</u>	<u>—</u>	<u>441,595</u>
Total net assets	<u>12,455,390</u>	<u>4,427,406</u>	<u>251,142</u>	<u>—</u>	<u>17,133,938</u>
Total liabilities and net assets	<u>\$29,193,331</u>	<u>\$4,556,517</u>	<u>\$358,386</u>	<u>\$(161,908)</u>	<u>\$33,946,326</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS**

Year Ended June 30, 2020

	<u>Center</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Foundation</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>With</u> <u>Donor</u> <u>Restriction</u>	<u>Amoskeag</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Total</u>
Revenues and other support:					
Program service fees	\$25,722,254	\$ —	\$ —	\$ —	\$25,722,254
Program rental income	138,572	—	—	221,172	359,744
Fees and grants from government agencies	6,253,650	—	—	—	6,253,650
Interest income	48,164	—	—	—	48,164
Other income	<u>7,228,007</u>	<u>—</u>	<u>—</u>	<u>42</u>	<u>7,228,049</u>
Total revenues and other support	39,390,647	—	—	221,214	39,611,861
Operating expenses:					
Program services:					
Children and adolescents	5,488,616	—	—	—	5,488,616
Emergency services	2,866,477	—	—	—	2,866,477
Vocational services	659,686	—	—	—	659,686
Noneligibles	1,738,729	—	—	—	1,738,729
Multiservice team	9,843,326	—	—	—	9,843,326
ACT team	4,194,118	—	—	—	4,194,118
Crisis unit	5,791,325	—	—	—	5,791,325
Community residences and support living	1,534,011	—	—	—	1,534,011
HUD residences	—	—	—	153,781	153,781
Housing bridge program	423,615	—	—	—	423,615
Other	<u>1,862,359</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,862,359</u>
Total program services	34,402,262	—	—	153,781	34,556,043
Support services:					
Management and general	3,503,470	—	—	29,453	3,532,923
Operating property	574,967	—	—	—	574,967
Interest expense	<u>271,826</u>	<u>—</u>	<u>—</u>	<u>3,041</u>	<u>274,867</u>
Total operating expenses	<u>38,752,525</u>	<u>—</u>	<u>—</u>	<u>186,275</u>	<u>38,938,800</u>
Income from operations	638,122	—	—	34,939	673,061

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended June 30, 2020

	<u>Center</u> Without Donor Restriction	<u>Foundation</u> Without Donor Restriction	<u>With</u> Donor Restriction	<u>Anoskeag</u> Without Donor Restriction	<u>Total</u>
Income from operations	\$ 638,122	\$ —	\$ —	\$ 34,939	\$ 673,061
Nonoperating revenue (expenses):					
Rental income	401,003	—	—	—	401,003
Rental property expense	(298,934)	—	—	—	(298,934)
Contributions	218,666	591	4,475	—	223,732
Net investment return	—	142,543	17,628	—	160,171
Dues	—	(5,040)	—	—	(5,040)
Miscellaneous expenses	<u>—</u>	<u>(3,499)</u>	<u>—</u>	<u>—</u>	<u>(3,499)</u>
Nonoperating revenue, net	<u>320,735</u>	<u>134,595</u>	<u>22,103</u>	<u>—</u>	<u>477,433</u>
Excess (deficiency) of revenues over expenses	958,857	134,595	22,103	34,939	1,150,494
Net transfer (to) from affiliate	<u>(200,000)</u>	<u>200,000</u>	<u>—</u>	<u>—</u>	<u>—</u>
Increase in net assets	758,857	334,595	22,103	34,939	1,150,494
Net assets at beginning of year	<u>11,696,533</u>	<u>3,651,216</u>	<u>419,492</u>	<u>216,203</u>	<u>15,983,444</u>
Net assets at end of year	<u>\$12,455,390</u>	<u>\$3,985,811</u>	<u>\$441,595</u>	<u>\$251,142</u>	<u>\$17,133,938</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES**

For the Year Ended June 30, 2020

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
Contract year, June 30, 2020	<u>\$252,073</u>	<u>\$3,041,764</u>	<u>\$ (2,529,883)</u>	<u>\$763,954</u>

	<u>Amount</u>
Analysis of receipts:	
Date of receipt/deposit:	
July 25, 2019	\$ 251,192
July 30, 2019	230
August 16, 2019	885
October 18, 2019	503,259
November 15, 2019	251,187
December 26, 2019	251,187
January 21, 2020	252,072
February 26, 2020	251,187
March 25, 2020	265,187
May 4, 2020	251,187
May 21, 2020	1,123
June 4, 2020	<u>251,187</u>
	<u>\$2,529,883</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2020

									Mental Health
	Total Agency	Admini- stration	Total Center Programs	Child and Adolescents	Emergency Services	Vocational Services	Non- Eligibles	Multi- Service Team	
Program service fees:									
Net client fees	\$ 181,631	\$ —	\$ 181,631	\$ 11,792	\$ 36,671	\$ (4,636)	\$ (35,149)	\$ (60,284)	
HMO's	1,799,918	—	1,799,918	422,945	185,587	—	421,226	472,449	
Blue Cross/Blue Shield	2,493,363	—	2,493,363	389,203	337,243	—	441,019	670,946	
Medicaid	19,226,816	—	19,226,816	6,571,219	540,874	301,183	258,187	6,600,411	
Medicare	1,186,322	—	1,186,322	1,273	12,793	91	183,193	868,594	
Other insurance	825,053	—	825,053	115,280	65,947	19,706	148,414	269,441	
Other program fees	<u>9,151</u>	<u>—</u>	<u>9,151</u>	<u>123</u>	<u>3,411</u>	<u>—</u>	<u>1,299</u>	<u>1,102</u>	
	25,722,254	—	25,722,254	7,511,835	1,182,526	316,344	1,418,189	8,822,659	
Local and county government:									
Division for Children, youth and families	3,245	—	3,245	3,245	—	—	—	—	
Federal funding path	43,731	—	43,731	—	43,731	—	—	—	
Rental income	359,744	—	138,572	—	—	—	—	—	
Interest income	48,164	—	48,164	—	—	—	—	—	
BBH:									
Bureau of Behavioral Health	1,649,540	—	1,649,540	1,353	440,884	—	—	—	
Other	1,345,248	—	1,345,248	—	—	—	—	—	
Other revenues	<u>10,439,935</u>	<u>—</u>	<u>10,439,893</u>	<u>2,008,696</u>	<u>1,159,197</u>	<u>182,867</u>	<u>111,805</u>	<u>2,045,589</u>	
	13,889,607	—	13,668,393	2,013,294	1,643,812	182,867	111,805	2,045,589	
Total program revenues	<u>\$39,611,861</u>	<u>\$ —</u>	<u>\$39,390,647</u>	<u>\$ 9,525,129</u>	<u>\$ 2,826,338</u>	<u>\$ 499,211</u>	<u>\$ 1,529,994</u>	<u>\$10,868,248</u>	

	Center							
	<u>ACT Team</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-BBH</u>	<u>Housing Bridge</u>	<u>Amoskeag</u>
Program service fees:								
Net client fees	\$ 93,052	\$ 25,405	\$ 26,000	\$ 21,000	\$ —	\$ 67,780	\$ —	\$ —
HMO's	13,293	284,418	—	—	—	—	—	—
Blue Cross/Blue Shield	37,068	617,884	—	—	—	—	—	—
Medicaid	2,316,186	1,592,395	557,284	462,903	2,128	24,046	—	—
Medicare	114,186	6,036	156	—	—	—	—	—
Other insurance	92,343	107,995	—	4,012	—	1,915	—	—
Other program fees	<u>125</u>	<u>3,052</u>	<u>—</u>	<u>39</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
	2,666,253	2,637,185	583,440	487,954	2,128	93,741	—	—
Local and county government:								
Division for Children, youth and families	—	—	—	—	—	—	—	—
Federal funding path	—	—	—	—	—	—	—	—
Rental income	—	992	—	132,108	—	5,472	—	221,172
Interest income	—	—	—	—	—	48,164	—	—
BBH:								
Bureau of Behavioral Health	475,000	675,000	—	—	57,303	—	—	—
Other	—	1,345,248	—	—	—	—	—	—
Other revenues	<u>1,095,204</u>	<u>1,120,490</u>	<u>43,374</u>	<u>314,687</u>	<u>11,096</u>	<u>1,855,619</u>	<u>491,269</u>	<u>42</u>
	<u>1,570,204</u>	<u>3,141,730</u>	<u>43,374</u>	<u>446,795</u>	<u>68,399</u>	<u>1,909,255</u>	<u>491,269</u>	<u>221,214</u>
Total program revenues	\$ <u>4,236,457</u>	\$ <u>5,778,915</u>	\$ <u>626,814</u>	\$ <u>934,749</u>	\$ <u>70,527</u>	\$ <u>2,002,996</u>	\$ <u>491,269</u>	\$ <u>221,214</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2019

ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current assets:					
Cash and cash equivalents	\$ 5,906,396	\$ 29,418	\$126,651	\$ —	\$ 6,062,465
Restricted cash	454,345	—	33,173	—	487,518
Patient accounts receivable	1,714,057	—	—	—	1,714,057
Other accounts receivable	607,381	—	(2,479)	—	604,902
Due from affiliate	210,400	—	—	(210,400)	—
Investments — short-term	250,000	—	—	—	250,000
Prepaid expenses	495,089	—	691	—	495,780
Total current assets	9,637,668	29,418	158,036	(210,400)	9,614,722
Investments — long-term	—	3,826,275	—	—	3,826,275
Assets whose use is limited or restricted	—	419,492	—	—	419,492
Property and equipment, net of accumulated depreciation	14,199,392	—	149,970	—	14,349,362
Total assets	<u>\$23,837,060</u>	<u>\$4,275,185</u>	<u>\$308,006</u>	<u>\$ (210,400)</u>	<u>\$28,209,851</u>

LIABILITIES AND NET ASSETS

	<u>Center</u>	<u>Foundation</u>	<u>Amoskeag</u>	<u>Elimi- nations</u>	<u>Total</u>
Current liabilities:					
Accounts payable	\$ 375,033	\$ —	\$ 2,295	\$ —	\$ 377,328
Accrued payroll, vacation and other accruals	3,739,644	710	—	—	3,740,354
Deferred revenue	157,461	—	—	—	157,461
Accrual for estimated third-party payor settlements	99,218	—	—	—	99,218
Due to affiliate	—	203,767	6,633	(210,400)	—
Current portion of long-term debt	218,525	—	11,765	—	230,290
Amounts held for patients and other deposits	<u>18,665</u>	<u>—</u>	<u>2,615</u>	<u>—</u>	<u>21,280</u>
Total current liabilities	4,608,546	204,477	23,308	(210,400)	4,625,931
Extended illness leave, long term	460,541	—	—	—	460,541
Post-retirement benefit obligation	68,672	—	—	—	68,672
Long-term debt, less current maturities and unamortized debt issuance costs	<u>7,002,768</u>	<u>—</u>	<u>68,495</u>	<u>—</u>	<u>7,071,263</u>
Total liabilities	12,140,527	204,477	91,803	(210,400)	12,226,407
Net assets:					
Without donor restrictions	11,696,533	3,651,216	216,203	—	15,563,952
With donor restrictions	<u>—</u>	<u>419,492</u>	<u>—</u>	<u>—</u>	<u>419,492</u>
Total net assets	<u>11,696,533</u>	<u>4,070,708</u>	<u>216,203</u>	<u>—</u>	<u>15,983,444</u>
Total liabilities and net assets	<u>\$23,837,060</u>	<u>\$4,275,185</u>	<u>\$308,006</u>	<u>\$ (210,400)</u>	<u>\$28,209,851</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS

Year Ended June 30, 2019

	<u>Center</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Foundation</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>With</u> <u>Donor</u> <u>Restriction</u>	<u>Amoskeag</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Total</u>
Revenues and other support:					
Program service fees	\$22,440,002	\$ —	\$ —	\$ —	\$22,440,002
Program rental income	131,429	—	—	203,638	335,067
Fees and grants from government agencies	4,644,491	—	—	—	4,644,491
Interest income	105,293	—	—	—	105,293
Other income	<u>6,732,558</u>	<u>—</u>	<u>—</u>	<u>71</u>	<u>6,732,629</u>
Total revenues and other support	34,053,773	—	—	203,709	34,257,482
Operating expenses:					
Program services:					
Children and adolescents	4,885,860	—	—	—	4,885,860
Elderly	256,616	—	—	—	256,616
Emergency services	2,444,022	—	—	—	2,444,022
Vocational services	555,013	—	—	—	555,013
Noneligibles	1,445,620	—	—	—	1,445,620
Multiservice team	7,879,982	—	—	—	7,879,982
ACT team	3,808,348	—	—	—	3,808,348
Crisis unit	5,299,302	—	—	—	5,299,302
Community residences and support living	1,486,944	—	—	—	1,486,944
HUD residences	—	—	—	214,402	214,402
Other	<u>1,908,952</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>1,908,952</u>
Total program services	29,970,659	—	—	214,402	30,185,061
Support services:					
Management and general	3,368,217	—	—	36,493	3,404,710
Operating property	478,932	—	—	—	478,932
Interest expense	<u>253,414</u>	<u>—</u>	<u>—</u>	<u>3,530</u>	<u>256,944</u>
Total operating expenses	<u>34,071,222</u>	<u>—</u>	<u>—</u>	<u>254,425</u>	<u>34,325,647</u>
Loss from operations	(17,449)	—	—	(50,716)	(68,165)

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

**CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended June 30, 2019

	<u>Center</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Foundation</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>With</u> <u>Donor</u> <u>Restriction</u>	<u>Amoskeag</u> <u>Without</u> <u>Donor</u> <u>Restriction</u>	<u>Total</u>
Loss from operations	\$ (17,449)	\$ —	\$ —	\$ (50,716)	\$ (68,165)
Nonoperating revenue (expenses):					
Rental income	403,191	—	—	—	403,191
Rental property expense	(367,083)	—	—	—	(367,083)
Contributions	273,353	15,172	6,418	—	294,943
Net investment return	—	207,272	22,404	—	229,676
Dues	—	(4,800)	—	—	(4,800)
Donations to charitable organizations	—	—	(16,500)	—	(16,500)
Miscellaneous expenses	<u>—</u>	<u>(2,949)</u>	<u>—</u>	<u>—</u>	<u>(2,949)</u>
Nonoperating revenue, net	<u>309,461</u>	<u>214,695</u>	<u>12,322</u>	<u>—</u>	<u>536,478</u>
Excess (deficiency) of revenues over expenses	292,012	214,695	12,322	(50,716)	468,313
Net transfer from (to) affiliate	83,907	(83,907)	—	—	—
Reclassification of net assets with donor restrictions	<u>—</u>	<u>(67,481)</u>	<u>67,481</u>	<u>—</u>	<u>—</u>
Increase (decrease) in net assets	375,919	63,307	79,803	(50,716)	468,313
Net assets at beginning of year	<u>11,320,614</u>	<u>3,587,909</u>	<u>339,689</u>	<u>266,919</u>	<u>15,515,131</u>
Net assets at end of year	<u>\$11,696,533</u>	<u>\$3,651,216</u>	<u>\$419,492</u>	<u>\$216,203</u>	<u>\$15,983,444</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2019

	BBH Receivable Beginning <u>of Year</u>	BBH Revenues Per Audited Financial <u>Statements</u>	Receipts <u>for Year</u>	BBH Receivable End <u>of Year</u>
Contract year, June 30, 2019	\$ <u>162,885</u>	\$ <u>3,038,801</u>	\$ <u>(2,949,613)</u>	\$ <u>252,073</u>

	<u>Amount</u>
Analysis of receipts:	
Date of receipt/deposit:	
July 16, 2018	\$ 161,207
July 20, 2018	885
September 12, 2018	251,187
October 30, 2018	278,166
November 1, 2018	224,210
November 29, 2018	251,622
January 24, 2019	1,770
February 8, 2019	516,374
March 4, 2019	5,000
April 8, 2019	502,374
April 19, 2019	139,969
April 22, 2019	112,104
May 28, 2019	1,839
May 30, 2019	251,188
June 26, 2019	<u>251,718</u>
	\$ <u>2,949,613</u>

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2019

	Mental Health							
	<u>Total Agency</u>	<u>Admini- stration</u>	<u>Total Center Programs</u>	<u>Child and Adolescents</u>	<u>Elderly Services</u>	<u>Emergency Services</u>	<u>Vocational Services</u>	<u>Non- Eligibles</u>
Program service fees:								
Net client fees	\$ 371,054	\$ —	\$ 371,054	\$ 57,629	\$ (30,131)	\$ 74,775	\$ 10,467	\$ (33,806)
HMO's	1,537,915	—	1,537,915	291,142	26,245	281,882	—	333,349
Blue Cross/Blue Shield	2,111,774	—	2,111,774	303,611	62,836	344,591	—	395,569
Medicaid	16,632,486	—	16,632,486	5,720,539	311,395	488,409	257,662	285,511
Medicare	1,190,836	—	1,190,836	750	194,785	8,238	1	139,715
Other insurance	597,002	—	597,002	94,147	16,599	119,631	6,023	92,977
Other program fees	(1,065)	—	(1,065)	(137)	(1,498)	(3,716)	—	(1,025)
	22,440,002	—	22,440,002	6,467,681	580,231	1,313,810	274,153	1,212,290
Local and county government:								
Division for Children, youth and families	3,540	—	3,540	3,540	—	—	—	—
Federal funding path	40,121	—	40,121	—	—	40,121	—	—
Rental income	335,067	—	335,067	—	—	—	—	—
Interest income	105,293	—	105,293	—	—	—	—	—
BBH:								
Bureau of Behavioral Health	3,038,801	—	3,038,801	2,804	—	440,882	—	—
Other	1,079,642	—	1,079,642	—	—	—	—	—
Other revenues	7,215,016	46,315	7,168,701	2,056,937	69,266	1,100,213	177,174	44,618
	11,817,480	46,315	11,771,165	2,063,281	69,266	1,581,216	177,174	44,618
Total program revenues	\$34,257,482	\$ 46,315	\$34,211,167	\$ 8,530,962	\$ 649,497	\$ 2,895,026	\$ 451,327	\$ 1,256,908

	<u>Center</u>							
	<u>Multi Service Team</u>	<u>ACT Team</u>	<u>Crisis Unit</u>	<u>Community Residence</u>	<u>Supportive Living</u>	<u>Other Mental Health</u>	<u>Other Non-BBH</u>	<u>Amoskeag</u>
Program service fees:								
Net client fees	\$ (119,964)	\$ 61,199	\$ 245,926	\$ 29,012	\$ 24,383	\$ —	\$ 51,564	\$ —
HMO's	298,487	18,683	288,120	—	—	—	7	—
Blue Cross/Blue Shield	495,257	56,949	452,948	—	—	—	13	—
Medicaid	5,034,904	2,051,593	1,529,058	478,813	441,634	1,451	31,517	—
Medicare	756,733	86,908	3,703	2	—	—	1	—
Other insurance	103,260	72,975	47,897	—	2,512	—	40,981	—
Other program fees	(982)	(139)	(3,022)	—	(43)	—	9,497	—
	6,567,695	2,348,168	2,564,630	507,827	468,486	1,451	133,580	—
Local and county government:								
Division for Children, youth and families	—	—	—	—	—	—	—	—
Federal funding path	—	—	—	—	—	—	—	—
Rental income	—	—	2,303	—	123,675	—	5,451	203,638
Interest income	—	—	—	—	—	—	105,293	—
BBH:								
Bureau of Behavioral Health	—	1,591,509	940,606	—	—	63,000	—	—
Other	—	—	1,079,642	—	—	—	—	—
Other revenues	<u>1,489,720</u>	<u>—</u>	<u>416,861</u>	<u>39,393</u>	<u>317,525</u>	<u>1,112</u>	<u>1,455,811</u>	<u>71</u>
	<u>1,489,720</u>	<u>1,591,509</u>	<u>2,439,412</u>	<u>39,393</u>	<u>441,200</u>	<u>64,112</u>	<u>1,566,555</u>	<u>203,709</u>
Total program revenues	<u>\$ 8,057,415</u>	<u>\$ 3,939,677</u>	<u>\$ 5,004,042</u>	<u>\$ 547,220</u>	<u>\$ 909,686</u>	<u>\$ 65,563</u>	<u>\$ 1,700,135</u>	<u>\$ 203,709</u>

**MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.**

**BOARD OF DIRECTORS
2020 - 2021**

Kevin Sheppard, Chair, Director, Manchester Public Works
Term 6 yrs. 10/2016-9/2022

Elaine Michaud, Vice Chair, Retired Partner, Devine Millimet
Term 6 months. 5/2021-10/2021

Brent Kiley, Treasurer, Managing Director, Rise Private Wealth Management
Term 6 yrs. 10/2017-9/2023

Lizabeth MacDonald, Secretary, Principal, Weston Elementary School
Term 6 yrs. 4/2016-9/2022

Allen Aldenberg, Captain, Manchester Police Dept.
Term 6 yrs. 1/2019-9/2024

Mark Burns, Senior Sales Executive, Wieczorek Insurance
Term 6 yrs. 10/2019-9/2025

Ronald Caron, Attorney, Devine, Millimet Law Firm
Term 6 yrs. 10/2019-9/2025

Jeff Eisenberg, President, EVR Advertising
Term 6 yrs. 10/2018-9/2024

Desneiges French, Senior Accountant, Wipfli, LLP
Term 6 yrs. 10/2019-9/2025

David Harrington, Director of Human Resources, New England College
Term 6 yrs. 10/2017-9/2023

Philip Hastings, IT Consultant
Term 6 yrs. 10/2015-9/2021

Jaime Hoebeke, Division Head, Manchester Health Dept.
Term 6 yrs. 10/2015-10/2021

Christina Mellor, Interior Designer, Lavallee Brensinger Architects
Term 6 yrs. 10/2015-9/2021

Michael Reed, President, Stebbins Commercial Properties, LLC
Term 6 yrs. 10/2019-9/2025

Deanna Rice, Director of Case Management and Population Health, Catholic Medical Center
Term 6 yrs. 10/2020-9/2026

Ron Schneebaum, MD, Dartmouth Hitchcock
Term 6 yrs. 10/2018-9/2024

Andrew Seward, Chief Information Security Officer, Solution Health System
Term 6 yrs. 10/2016-9/2022

**MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.**

**BOARD OF DIRECTORS
2020 - 2021**

Richard Shannon, Deacon, Director of Pastoral Care, Bishop Peterson Residence
Term 6 yrs. 10/2016-9/2022

William Stone, President and CEO, Primary Bank
Term 6 yrs. 5/2020-9/2026

PATRICIA CARTY, MS, CCBT
Executive Vice President/Chief Operating Officer

DESCRIPTION

Works collaboratively with members of Senior Leadership Team and is an active participant in planning and development. Attends meetings with the Board of Directors and contributes to Board effort in governing The Center. Advises the President/CEO of opportunities and trends within the environment that The Center operates, as well as analyzing the strengths and weaknesses of Center programs and personnel. Understands and incorporates The Center’s mission, vision and Guiding Values and Principles in all areas of performance. Positively represents The Center y to all constituent groups; including regulatory agencies, media, general public, staff, consumers and families. May be requested to take part in consultations, education activities, speakers bureau, presentations, supervision of employees toward licensure, and will be expected to take part in Quality Improvements activities.

EDUCATION

MS	Springfield College, Manchester	
	Community/Psychology	1994
BA	University of Vermont	
	Psychology	1985

EXPERIENCE

The Mental Health Center of Greater Manchester		Manchester, NH
July 2015 to present	Executive Vice President/Chief Operating Officer	
2000 to July 2015	Director of Community Support Services	
1996 – 2000	Assistant Director of Community Support Services	
1990 – 1996	Assistant Coordinator, Restorative Partial Hospital	
1987 – 1990	Counselor, Restorative Partial Hospital	
1986 – 1987	Residential Specialist	

PROFESSIONAL AFFILIATIONS, MEMBERSHIPS, LICENSES AND CERTIFICATIONS

- Member – Psychopharmacology Research Group, Department of Psychiatry, Dartmouth Medical School – 2003 to present
- 1998 Recipient of the Mental Illness Administrator of the Year Award by the National Alliance for the Mentally Ill
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire DBT treatment program
- American Mental Health Counselor’s Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- National Association of Cognitive Behavioral Therapists

PATRICIA CARTY, MS, CCBT
Executive Vice President/Chief Operating Officer

PUBLICATIONS

- The Trauma Recovery Group: A Cognitive-Behavioral Program for Post-Traumatic Stress Disorder in Persons with Severe Mental Illness. Community Mental Health Journal, Vol. 43, No. 3, June 2007.
- Co-authored Chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality. Edited by Sederer & Dickey, 2001.
- Psychometric Evaluation of Trauma and Post-traumatic Stress Disorder Assessment in Persons with Severe Mental Illness. Psychology Assessment. 2001. Vol. 13, No. 1, 110-117.
- HIV Risk Factors Among People with Severe Mental Illness in Urban and Rural Areas. Psychiatric Services. April 1999.
- Trauma and Post-traumatic Stress Disorder in Severe Mental Illness. Journal of Consulting and Clinical Psychology. 1998. Vol. 49, No. 10, 1338-1340.
- Integrating Dialectical Behavior Therapy into a Community Mental Health Program. Psychiatric Services. October 1998. Vol. 49, No. 10, 1338-1340.

Resume

Richard Cornell MSW, ACSW, LICSW
Vice President of Community Relations

WORK EXPERIENCE - *Please note that I have worked for the MHCGM since 1973.*

July 2014 to Present -

Vice President of Community Relations *for the Mental Health Center of Greater Manchester. Responsible for overseeing all Community and Development Projects as well as Community Education & Strategic Resources.*

2000 to July 2014 -

Director of Bedford Counseling Associates. *Responsible for all clinical decisions made by the staff in our Manchester and Derry office settings. Supervised the decisions made by the scheduling department. Monitored the use of funding source monies. Worked with other departments to assure open communication and that client needs were met (member of CST, Management and Marketing Teams). Supervised new staff and students. Maintained a full-time case load. Performed community presentations as needed. Resolved any client conflicts in the delivery of their services.*

1999 to 2000 -

Coordinator of Bedford Counseling Associates. *Full-time therapist. Supervised intake coordination and emergency services related to this program.*

1986 to 1999 -

Child and Adolescent Therapist. *Responsible for community outreach with local schools, hospitals and primary care offices. Performed presentations for local businesses when needed.*

1980 to 1986 -

Child Therapist. *Worked with families and community programs.*

1981 to 1984 -

Volunteer Coordinator & Vocational Development. *Worked with the Director*

of Community Development to expand a highly successful volunteer program for the center. We also worked to create a supportive employment program (Options) for the center. During this time additionally carried a full clinical caseload.

1978 to 1980 -

Adult Out-Patient Therapist. Caseload was mixed with Emergency Services and the Adult Out-Patient Department.

1976 to 1980 -

Emergency Services Clinician. Responsible for crisis intervention training. Performed psychiatric assessments. Took on-call duties in office and out in the community. Worked with Emergency Room Departments, Police and many community agencies.

1973 to 1975 -

Mental Health Worker. Therapist on the night and evening shifts of the center's in-patient unit.

EDUCATION

1987-

MSW *with a concentration in youth and group work. Boston University, School of Social Work*

1981 -

BS *in Human Services, New Hampshire College*

LICENSURE/MEMBERSHIPS

- ❖ *LICSW - Licensed Independent Clinical Social Worker, NH # 457*
- ❖ *ACSW - Academy of Certified Social Workers since 1990*
- ❖ *NASW - National Association Of Social Workers since 1984*

QUALIFICATIONS

- ❖ *Demonstration of strong leadership skills*
- ❖ *Sound background of clinical practice*
- ❖ *History of positive supervisory skills*
- ❖ *Lengthy public speaking experience*

(References available upon request)

PAUL J. MICHAUD
MSB, BS

Seasoned professional with 30 years of financial management, reporting, and leadership experience, inclusive of general ledger oversight & reconciliations, month-end close, payroll, A/P, A/R, budgeting / forecasting, variance analysis, product costing, revenue cycle management, revenue enhancement, treasury / cash-flow forecasting, environmental & operational analysis, staff supervision, H/R, workers comp. and insurance / risk administration, regulatory and statutory reporting, external audits, strategic planning, policy development, grants / funding management, technology implementation, EMR, compliance, and security.

LEADERSHIP POSITIONS

<u>Chief Financial Officer</u>	The Mental Health Center Of Greater Manchester (NH)	2011 to present
<u>Controller</u>	Associated Home Care, Inc. Beverly, MA	2009 to 2011
<u>Chief Financial Officer</u>	Seacoast VNA, North Hampton, NH	1998 to 2009
<u>Manager, Public Accounting</u>	Berry, Dunn, McNeil & Parker, CPA	1996 to 1998
<u>Director, Budget & Cost / Controller</u>	BCBS of Maine, So. Portland, ME	1993 to 1996

Key Accountabilities: Oversight of all accounting, financial reporting, transaction processing, budgets / forecasts, A/R, A/P, G/L, payroll, I/T, product costing, profitability analysis, and vendor contracting. Regular collaboration with Senior Management Team, Finance Committees, Board of Directors, external auditors, and federal / state regulators. Other responsibilities include: revenue cycle & cash flow management, analysis and resolution of forecast variances, management of billing, A/R and collections, banking, investor, lender relationships, new business development, staff recruitment, supervision, training, benefits / retirement plans administration, cost accounting, operational analyses, systems integration, development and maintenance of accounting and management information systems. Duties also include assessing risk exposure & insurance coverage, M & A evaluations and due diligence, grant applications, and preparation of corporate income tax schedules and support (Forms 990 and 1120)

Significant Accomplishments – Post-Acute Healthcare facilities:

Key member of EMR implementation team (billing, A/R, Accounting, registration functions)
Financial oversight during period of 100% revenue growth
Financial oversight during period of national Top 500 Agency Status
Financial oversight during period of 300% reduction in Days in A/R
One-year oversight – due diligence process – Merger with \$50 million entity

Audit / Consulting Manager

Berry, Dunn, McNeil & Parker, CPA's & Management Consultants 1996 to 1998
Provided consultation and advisory services to hospitals, nursing homes, ALF's, and other healthcare facilities (acute & post-acute) in areas of reimbursement, financial planning and reporting and systems evaluations and integration. Coordinated and supervised audit engagements, regulatory report preparation, feasibility studies, due diligence, financial forecasts and projections, and operational and compliance reviews. Assisted clients with regulatory licensing and certifications.

Paul J. Michaud

Page 2

Budget Director, Finance Division, Budget & Cost Department

Blue Cross & Blue Shield of Maine So. Portland, ME 1993 through 1996
Directed corporate administrative budgeting and forecasting process for Maine's largest managed care organization. Determined, distributed, analyzed, and forecast annual operating expenses in excess of \$70 million. Oversight responsibilities of administrative expense reimbursement for all federal and state contracts. Supervised professional and administrative staff. A/P. Payroll, G/L, financial & budget variance reporting & analysis. Interim appointment as VP of Finance.

Significant Accomplishments:

Reorganized corporate budgeting and costing process, converting to electronic format while enhancing routine communications with department heads and improving variance reporting..
Restructured payroll and A/P functions resulting in operational and economic efficiencies.
Collaborated with senior management in major corporate reorganization to streamline operations and reduce administrative costs. Reduced administrative budget in excess of 25%.
Appointed to corporate job evaluation and compensation committee

Audit Manager, Medicare Fiscal Intermediary

Blue Cross & Blue Shield of Maine So. Portland, ME 1985 through 1993

Oversight responsibilities for Medicare cost report audit and reimbursement functions for hospital complexes, home health care agencies, skilled nursing facilities, and other healthcare providers. Interpreted and applied federal program laws, regulations and cost reporting instructions. Interacted with provider officers and external consultants, CPA's and federal program officials. Staff supervision.

Accomplishments:

Planned, organized and implemented New England Regional Home Health Agency audit department in 1986, inclusive of development of audit programs and policies, fraud and abuse detection programs, staff recruitment and training, and all related administrative and management functions.
Administered annual audit and provider service functions resulting in HCFA recognition of Blue Cross & Blue Shield of Maine as one of the leading and most cost efficient audit intermediaries in the entire country based upon federal performance and quality standards. (1989 through 1995)

Staff Auditor – Public Accounting

Planned and conducted audit examinations and prepared financial statements and tax returns for clients within the retail, financial services, healthcare and manufacturing industries.

Arthur Young & Company, Portland, Maine 1982 through 1983

EDUCATIONAL EXPERIENCE

Husson College, Bangor, Maine

Masters of Science in Business Administration (MSB – Accounting Concentration) 1990

Husson College, Bangor, Maine

Bachelor of Science in Accounting (BSA) 1980

TECHNICAL PROFICIENCIES

Microsoft Office Products – Excel, Word, Powerpoint, database management tools
Various accounting & patient billing programs (*Quantum, myAvatar, QuickBooks, MAS 90, MISYS, HAS, CERNER*)

Bianca M. Ciuffredo

EDUCATION

Master of Arts, Mental Health Counseling, May 2017

Rivier University, Nashua, NH GPA: 4.0

Course Highlights: Advanced Perspectives on Cultural Diversity, Counseling Theory, Techniques of Counseling, Addictive Behaviors, Advanced Group Counseling, Advanced Psychology of Human Development, Fundamentals of Research, Positive Psychology

Bachelor of Arts, Cum Laude, Psychology, May 2012

Saint Anselm College, Manchester, NH

Honors: Featured in *Rivier Today* Magazine (Fall, 2015 ed.), Recipient of the Mental Health Center of Greater Manchester President's Circle Award, Member of Psi Chi (National Honor Society in Psychology), Member of Pi Gamma Mu Honor Society in Social Sciences, Recipient of the Judy Meelia Award for Community Service, Recipient of the Saint Anselm College Senior Scholar-Athlete of the Year Award, Recipient of the New Hampshire IDEa Network of Biomedical Research Excellence (NH-INBRE) Grant.

Skills: CPR, First Aid, Crisis Prevention Intervention (CPI), Illness Management and Recovery (IMR), Behavioral Family Therapy (BFT), Motivational Interviewing (MI), Stages of Change, LEAP, Electronic Medical Billing, American Psychological Association (APA) Formatting, Microsoft Word, PowerPoint, Excel; Database Research

EXPERIENCE

ACT Clinician, Mental Health Center of Greater Manchester (MHCGM), Manchester, NH May 2017- Present
Assertive Community Treatment, specializing in the treatment of clients with co-occurring disorders. Credentialed through two local emergency rooms for emergency evaluation of team clients for continuity of care. Well-versed in crisis intervention, emergency assessment, case management, client advocacy, and working as part of a treatment team. Mental Health Counselor License eligible and continuing to receive clinical supervision. Passed the NCMHC Exam.

Intern, Clinical Case Manager, MHCGM, Manchester, NH May 2016-May 2017
The central component of a final Seminar in Clinical Mental Health Counseling at Rivier University. Entails carrying a caseload of 10+ individual clients; assessing for needs and linking clients to community resources, integrating therapeutic interventions within session, working as a member of an interdisciplinary team, completing thorough clinical documentation, and receiving weekly supervision from a licensed clinical mental health counselor

InSHAPE Health Mentor, MHCGM, Manchester, NH January 2016-May 2016
Working with clients diagnosed with mental illness to set health and wellness goals, using skills obtained as both a certified personal trainer and a mental health worker; integrating knowledge of several populations to develop short and long term goals throughout the recovery process; developing partnerships to promote health and wellness within our community and beyond

Residential Specialist, MHCGM, Manchester, NH January 7 2013-January 2016 and May 2016-April 2017
Providing support for clients diagnosed with severe and persistent mental illness (SPMI) in a group home setting; applying Evidence Based Practices to monitor and assist with symptoms; supervising activities of daily living; coordinating emergency responses as needed; working as a member of an interdisciplinary team; teaching independent living skills; coordinating therapeutic recreation events

Student, Continuous Treatment Team Pre-Practicum, MHCGM, Manchester, NH May 2013-August 2013
Observational study with an Assertive Community Support (ACT) team member who works with dually diagnosed clients; obtaining experience in the case-management of clients in community mental health setting; a minimum of fifty hours of observation completed

Research Assistant, Saint Anselm College Psychology Department, Manchester, NH May 2011-August 2012
Participated in grant-funded research; trained in visual psychophysics, blood drawing procedures, and using the Cholestech LDX system; maintained mental fortitude, attention to detail, and frequent contact with academic advisors; completed Senior Research Project through work in this lab, which included a detailed, APA style report and multiple presentations

LEADERSHIP ACTIVITIES

Group Counselor, SMART goals recovery group, MHCGM, Manchester, NH September 2018- Present
Co-facilitator of a newly formed group, focusing on setting a SMART goal for the day and utilizing mindfulness. Comprised of clients from Community Support Services and co-facilitated by a Peer Mentor.

Captain, Saint Anselm College Varsity Cross Country Team, Manchester, NH August 2008-November 2011
Trained from 50-65 miles per week for participation in 5K races. Incorporated taking initiative, teamwork, dedication, and hard work with maintenance of independent training. As captain (2009-2011), lead through example and instruction, organizing out-of-practice activities, providing motivation in the off-season, working with other captains and coaches to adapt to new and old team members by appealing to both their desire for achievement and their love for the sport

Bret Smith

Professional Summary

Compassionate and understanding Certified Recovery Support Worker has a solid understanding of mental health recovery. Brings a unique perspective to living with abstinence, recovery and a healthy lifestyle. Licensed CRSW and Trainer of Trainers.

Skills

- Wellness coach
- Terrific interpersonal and communication skills
Excellent listening and oral communication skills
Strong understanding of ethics and client confidentiality
- Training and education of employees
- Coach, advise, educate ways to abstinence
- Compassionate and empathic regarding mental health issues and recovery
- Good understanding of self-esteem building

Work History

CRSW Lead Peer Specialist, 10/31/2016-PRESENT

Mobile Crisis Response Team, Mental Health Center of Greater Manchester

- Responsible for a team of 5 peers and their performance according to standards of The State of New Hampshire Licensing Board for CRSW's
- Responsible for supervision of said peers according to Company Guidelines

CRSW Recovery Coach, 11/2015 -10/31/2016

Hope for New Hampshire - Manchester, NH

- Administered empirically supported treatment in recovery coaching for adults with co-occurring disorders in a community-based setting.
- Contracted out to Mental Health Center of Greater Manchester to work with their ACT clients.
- Works on helping the individuals take steps using the resources that the recovery coaches have available to the individuals to work towards stability in their lives and take small steps towards becoming independent in everyday living skills.
- As a Recovery Life Coach helping people reach the goals after getting help for their substance use disorder.
- Responsible for training and education of employees at Hope for NH Recovery Center

Operations Manager, 1990 -2000

Rhodes Furniture -Huntsville, AL

Bret Smith

Established operational objectives and work plans and delegated assignments to subordinate managers.

- Managed accounts payable and receivables, customer accounts; approvals, reconciliation and adjustments. Payroll, Human Resources, Inventory and Profit and Loss reconciliation.
- Achieved total sales greater than \$6 million

Certifications

- Licensed by the state of New Hampshire as a CRSW
- Trained as a Trainer for peer recovery specialist training March 2016
- Trained as a trainer for CCAR ethical considerations July 2016 #20161307
Psychopharmacology training NHADACA
- Trained as a trainer for NAMI Connect Suicide Prevention 2016, Level 1 Trainer
- Trained as a Trainer for CCAR Recovery Coach Academy October, 2016 #20161307
- Trained in Crisis Prevention Intervention December 2016
- Member of NH Disaster Behavioral Health Team December 2016

Education

Snead State Junior College - Alabama

Withdrew 4 credit hours prior to completing AS: Biology, 1982

KDS DAR High School - Grant, AL

Member National Honor Society

Additional Information

11-20-2015 - 04-20-2016

Volunteered 900 hours as a Peer Counselor at Hope for New Hampshire

2015

Youth Mentor at Sununu Youth Detention Center

Mentored Youth males at YDC, individuals with history of childhood sexual abuse.

1980-1982

Orderly Guntersville Hospital, managed patients on shift and emergency room

Taunya L. Jarzyniecki, M.Ed., LCMHC, MLADC



EMPLOYMENT

The Mental Health Center of Greater Manchester

Manchester, NH

Coordinator, Clinical Case Management Team

July 2018 – Present

Responsible for a segment (1 or 2 programs) within the division service. Supervises direct care staff. Primary focus on internal programs with the duty to promote intra and inter departmental functioning. May be requested to take part in consultations, education activities, speakers bureau, presentations, supervision of employees toward licensure, and will be expected to take part in Quality Improvement activities

Mobile Crisis Response Team

December 2016 – Present

Working with a team of professionals -- including first responders, healthcare providers, and community-based agencies -- to stabilize a psychiatric crisis situation, stabilize substance abuse crisis, avoid hospitalization and/or incarceration, and initiate immediate community-based treatment. This is a fast paced, dynamic position that requires flexibility, multi-tasking and strong crisis management skills. The position requires a master's degree in human services or related field; minimum of one year in a mental health treatment environment; and availability for night, weekend, and non-traditional hours.

Court Liaison

November 2016 – July 2018

Provide coordination and case management services to individuals involved in the criminal justice system. Provide comprehensive psycho-social evaluations, diagnosis and appropriate disposition of client. Coordinated with the courts, attorneys and local jail to engage individuals and provide services for those involved in the criminal justice system. Participate in consultations, educational activities, presentations and clinical supervision of employees towards licensure

Child and Adolescent Therapist

October 2011 – November 2016

Provide psychiatric care to chronically and severely mentally ill clients both in the home and in the office. Utilized a family based approach to assist parents with skills to manage behaviors. Utilize evidence based practices to assist clients in managing symptoms. Participate in consultation with schools and other community based services as needed. Provide clinical supervision of employees towards licensure.

Emergency Services Clinician

August 2004 – Present

Provide a multi-source biopsychosocial crisis assessment on all patients seen in ES offices and at the Catholic Medical Center Emergency room; Establish therapeutic relationship with clients in crisis; provided short term counseling for clients in crisis; coordinate entry to alternative levels of care; assist Center staff with crisis as they arise in their case loads; appropriately document all ES contacts; secure placement for clients that require hospital level of care or commitment; attend court proceedings for commitments as required.

Taunya L. Jarzyniecki, M.Ed., LCMHC



Fee For Service Clinician at Bedford Counseling Associates November 2007-November 2016
Conduct pre-operative psychiatric assessments for clients seeking Bariatric surgery. Make necessary recommendations for follow-up treatment if needed. Review with clients the risks, benefits and possible side effects that can result with Bariatric surgery.

Riverside Community Care – Emergency Services Norwood, MA
Emergency Services Clinician July 2002 -- August 2004
Provided telephone screening and triage to consumers calling the emergency services hotline; provided face to face evaluations of consumers in crisis; collaborated with family, providers, and insurers during and in support of the evaluations process; located and secured appropriate placement or services for emergency services consumers; provided clinical support to staff; provided ongoing support and evaluation of CSU consumers; appropriately documented all encounters using RES protocols.

South Bay Mental Health Center Brockton, MA
Staff Therapist/Intern June 2001 – March 2003
Provided individual, group and family counseling; consulted with collateral agencies as needed; initiated, maintained and completed clinical files and records for clients including initial evaluations, treatment plans, session notes and transfer or termination summaries; responded to client emergencies as needed; maintained confidentiality in all clinical matters.

HONORS AND AWARDS

5/2018 Guest speaker on The Exchange Program, NH Public Radio
6/2018 MHC-GM's Kendall Snow Community Advocacy Award
12/2018 Presenter at the 2018 NH Behavioral Health Summit

EDUCATION

University of Massachusetts at Boston Boston, MA
College of Education June 2002
Masters of Education in Counseling

Northeastern University Boston, MA
College of Criminal Justice June 1994
Bachelor of Science, Cum Laude
Honors: Alpha Phi Sigma Criminal Justice Honor Society, Golden Key National Honor Society, National Residence Hall Honorary

William T. Rider

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

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
NAME OF CONTRACT: MENTAL HEALTH SERVICES
BUDGET PERIOD: SFY: 2022 (July 1, 2021 through June 30, 2022)

KEY PERSONNEL

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
WILLIAM RIDER	PRESIDENT / CEO	\$173,592	100.00%	\$173,592
PATRICIA CARTY	EXECUTIVE VP / COO	\$117,307	100.00%	\$117,307
PAUL MICHAUD	VP of FINANCE / CFO	\$130,745	100.00%	\$130,745
RICHARD CORNELL	VP OF COMMUNITY RELATIONS	\$109,912	100.00%	\$109,912
TOTAL SALARIES		\$531,556		\$531,556

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER
NH Rapid Response Grant

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract (includes 30% Fringe Benefits)
Brett Smith	Peer Specialist	45,000	100%	58,500
Taunya Jarzyniecki	Coordinator of Emergency Services and Interim Care	85,000	10%	11,050
Bianca Ciuffredo	Emergency Services Clinician	60,000	100%	78,000



Lori A. Shibinette
Commissioner

Katja S. Fox
Director

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

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

June 24, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu authorized the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the vendors listed below in an amount not to exceed \$1,731,950 for crisis intervention services, mental and substance use disorder treatment, and other related recovery supports for youth and adults who are under or uninsured and are impacted by COVID-19, and healthcare professionals with the option to renew for up to two (2) additional years, effective June 23, 2020, through August 19, 2021. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Community Partners of Strafford County Foundation	177278	Dover, Region 9	\$173,195
Northern Human Services	177222	Conway, Region 1	\$173,195
West Central Behavioral Health Foundation	177654	Lebanon, Region 2	\$173,195
Lakes Region Mental Health Center, Inc.	154480	Laconia, Region 3	\$173,195
Riverbend Community Mental Health, Inc.	177192	Concord, Region 4	\$173,195
Monadnock Family Services	177510	Keene, Region 5	\$173,195
The Community Council of Nashua, N.H.	154112	Nashua, Region 6	\$173,195
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester, Region 7	\$173,195
Seacoast Mental Health Center, Inc.	174089	Portsmouth, Region 8	\$173,195
Center for Life Management	174116	Derry, Region 10	\$173,195
		Total:	\$1,731,950

**His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3**

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

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

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

EXPLANATION

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

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

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

The Department will monitor contracted services by:

- Actively and regularly collaborating with the Contractors to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- Requiring the Contractors to collect key data and metrics that include client-level demographic, performance and service data.
- Requiring implementation progress reports relative to staffing and training requirements.

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

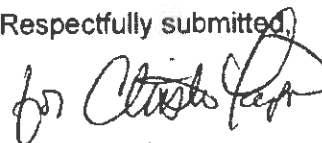
- Reviewing quarterly reports to determine if the grant is progressing within the timeline provided in the New Hampshire Rapid Response Grant project narrative.

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

Areas served: Statewide

Source of Funds: CFDA #93.665 FAIN #H79FG000210

Respectfully submitted,



Lori A. Shibinette
Commissioner

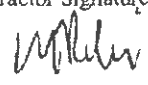
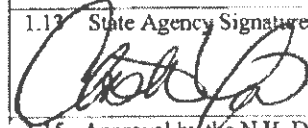
Subject: Rapid Response (SS-2020-DBH-07-RAPID-07)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center of Greater Manchester, Inc.		1.4 Contractor Address 401 Cypress St. Manchester, NH 03103	
1.5 Contractor Phone Number (603) 668-4111	1.6 Account Number 05-095-092-922010-19090000-102-500731	1.7 Completion Date August 19, 2021	1.8 Price Limitation \$173,195
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6/5/2020		1.12 Name and Title of Contractor Signatory William Rider, President/CEO	
1.13 State Agency Signature  Date: 6-8-2020		1.14 Name and Title of State Agency Signatory Christie Tappin Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/17/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, and 2020-09 of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor's approval.
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) years additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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EXHIBIT B

Scope of Services

1. Statement of work

- 1.1. The Contractor shall provide the services in this Agreement to address the crisis intervention and peer support needs for under-insured or uninsured individuals who include:
 - 1.1.1. Children, youth, and young adults with serious emotional disturbance (SED);
 - 1.1.2. Adults with severe mental illness (SMI), severe and persistent mental illness (SPMI), and/or substance use disorder (SUD); and
 - 1.1.3. Other individuals who are in need of behavioral health supports, including health care personnel.
- 1.2. For the purposes of this Agreement, under-insured or uninsured individuals include:
 - 1.2.1. Individuals who are not covered by public or commercial health insurance programs;
 - 1.2.2. Individuals who, if covered by a commercial health insurance plan, are not sufficiently covered under their plan to include services that are authorized under this Agreement, require co-payments or deductibles.
- 1.3. For the purposes of this Agreement, all references to days shall mean calendar days.
- 1.4. The Contractor shall enhance its crisis service system and expand its existing capacity to provide crisis intervention services by hiring, training, and deploying staff in Community Mental Health Region Seven (7).
- 1.5. The Contractor shall provide services in this Agreement during the COVID-19 pandemic in accordance with:
 - 1.5.1. Applicable federal and state law, including administrative rules and regulations;
 - 1.5.2. The terms and conditions of the New Hampshire Rapid Response to Behavioral Health Needs During COVID-19 grant as identified in Exhibit C Payment Terms, Section 1; and
 - 1.5.3. The New Hampshire Rapid Response to Behavioral Health Needs during COVID-19 grant objectives and timelines as follows:
 - 1.5.3.1. Hire additional staff as described in Section 2, Staffing.
 - 1.5.3.2. Train additional staff as described in Subsection 2.2.



EXHIBIT B

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

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EXHIBIT B

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

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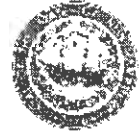


EXHIBIT B

- 1.15.5. The Seven Challenges; and
- 1.15.6. Brief strategic family therapy.
- 1.16. The Contractor shall utilize American Society of Addiction Medicine criteria to identify the appropriate initial level of care for the individual and assist the individual with accessing care, including but not limited to:
 - 1.16.1. Identifying providers;
 - 1.16.2. Assisting the individual with contacting providers and completing an initial screening for treatment services; and
 - 1.16.3. Assisting the individual with meeting admission requirements, including linking them with financial resources.
- 1.17. For individuals who are already in care, reconnecting the individual to their existing care provider(s) in addition to linking them to other appropriate community and social support services as needed.
- 1.18. The Contractor shall provide crisis intervention services to children, youth and young adults with SED in a manner that aligns with NH RSA 135-F, System of Care for Children's Mental Health.
- 1.19. In Community Mental Health Region Seven (7), the Contractor, in collaboration with the Department, shall:
 - 1.19.1. Ensure health care providers are informed of the availability of New Hampshire Rapid Response services; and
 - 1.19.2. Conduct messaging and marketing to health care providers about the Contractor's capacity to provide these services to health care personnel experiencing a behavioral health crisis and how to access care.
- 1.20. The Contractor shall ensure that its own staff are aware of New Hampshire Rapid Response resources to support them during a behavioral health crisis.

2. Staffing

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

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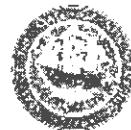


EXHIBIT B

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

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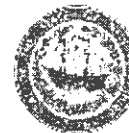


EXHIBIT B

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

3. Performance Measures and Data Reporting

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

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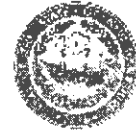


EXHIBIT B

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

4. Exhibits incorporated

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

5. Additional Terms

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

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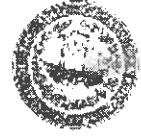


EXHIBIT B

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

6. Records

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

[Signature]



EXHIBIT B

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

A handwritten signature in black ink, appearing to be "J. [unclear]".



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100%, Emergency Grants to Address Mental Health and Substance Use Disorders During COVID-19, as awarded on April 16, 2020, by the U.S. Department of Health and Human Services, CFDA 93.665, FAIN # H79FG000210.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Indirect Cost Rate of 10.00% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for authorized expenditures incurred in the fulfillment of this Agreement, subject to the limitations herein, and shall be in accordance with the approved line item budget table below:

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

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

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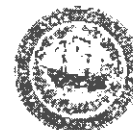


EXHIBIT C

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

- 3.1.3. Data collection, including conducting Government Performance and Results and Modernization Act of 2010 (GPRA) interviews with individuals served, will not be considered a direct service provided to individuals unless the Contractor chooses to complete the GPRA interview as part of providing clinical services to the individual, such as for the assessment process. In such event, the costs incurred to complete the GPRA interview will be reimbursable under this Agreement but in no instance shall the Contractor seek or obtain additional reimbursement from an individual's insurer for the same costs or service.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
 - 4.1. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
 - 4.1.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.
 - 4.2. The Contractor shall retain documentation to support evidence of actual expenditures incurred in fulfillment of this Agreement.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov, or invoices may be mailed to:
Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

[Handwritten Signature]

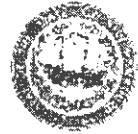


EXHIBIT C

7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation, between budget line items, and adjusting encumbrances between State Fiscal Years and budget lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.



EXHIBIT C

- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
 - 12.4.1. Whereas the Contractor has extensive and ongoing contractual agreements with the Department, the Contractor agrees to notify the Department's designee for the NH Rapid Response Program if, during the contract period of this Agreement:
 - 12.4.1.1. The Contractor undergoes any Federal, State, or Independent audit that results in identified internal control deficiencies, corrective action plans, material weaknesses, or otherwise calls for remedies to resolve financial compliance deficiencies.
 - 12.4.1.2. The Contractor undergoes any Federal, State or Departmental performance review that results in deficient compliance with contractual or grant performance requirements, or otherwise calls for remedies to resolve performance deficiencies.
 - 12.4.1.3. The Contractor agrees to apply the same or similar remedies, if materially applicable to this Agreement, upon the Department's request.
- 12.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

401 Cypress St.
Manchester, NH 03103

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

Vendor Name: The Mental Health Center of
Greater Manchester

6/5/2020
Date

W. Rider
Name: William Rider
Title: President/CEO

Vendor Initials WR
Date 6/5/2020



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: The Mental Health Center of Greater Manchester

6/5/2020

Date

W. Rider

Name: William Rider
Title: President/CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: The Mental Health Center of
Greater Manchester

6/5/2020
Date

William Rider
Name: William Rider
Title: President / CEO

Vendor Initials WR
Date 6/5/2020



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

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

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

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

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

Exhibit G

Vendor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: The Mental Health Center of
Greater Manchester

6/5/2020
Date

[Signature]
Name: William Rider
Title: President/CEO

Exhibit G

Vendor Initials

[Signature]

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: The Mental Health Center of
Green Mountain

6/5/2020
Date

[Signature]
Name: William Rider
Title: President/CEO



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

WTH



Exhibit I

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

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

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

WMC



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

3/2014

Contractor Initials

A handwritten signature in black ink, appearing to be "WJL".

Date 6/5/2020



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

Department of Health and Human Services
The State.

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

The Mental Health Center of Greater Manchester
Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date



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

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

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

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

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

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

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

Contractor Name: The Mental Health Center of
Greater Manchester

6/5/2020
Date

William Rider
Name: William Rider
Title: President/CEO

Contractor Initials WR
Date 6/5/2020

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

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

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

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

WV

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

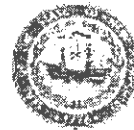
Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

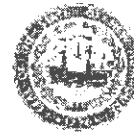
1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via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

[Handwritten Signature]
6/5/2020

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

[Handwritten Signature]
6/5/2020

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

A handwritten signature in black ink, appearing to be "J. White", is written over the "Contractor Initials" label.

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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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

WHL

6/5/2020