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Lori A. Sbibinette  
Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9200 1-800-852-3345 Ext. 9200  
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 2, 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, and 2020-09, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive, Sole Source** contract with The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health (VC#154112), Nashua, NH in the amount of \$9,576, to develop a statewide plan for decompression services to assist the Department with aligning operations with Centers for Disease Control COVID-19 recommendations, effective retroactive to April 7, 2020, through June 30, 2020. 100% General Funds.

Funds are available in the following account for State Fiscal Year 2020.

**05-95-95-950010-56760000 Health and Social Services, Department of Health and Human Services, HHS: Office of the Commissioner, Office of Business Operations**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	103-502664	Contracts for Oper Svc	95010998	\$9,576
			<b>Total:</b>	<b>\$9,576</b>

**EXPLANATION**

This item is **Retroactive** and **Sole Source** because this contractor was able to immediately begin work to develop a statewide plan to help ensure the safety of individuals who are homeless. The plan the Contractor developed defines how various types of services, such as shelter essential, emergency shelter, homeless intervention services, and coordinated entry services, can be provided in accordance with the current Centers for Disease Control recommendations relative to COVID-19 and social distancing.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Further, the Contractor analyzed and provided recommendations for how the State could effectively and safely have a decompression site. The Department has used and will use the plan and recommendations contained therein if additional compression sites or the Daniel Webster College site needs to be stood up.

Area served: Statewide

Respectfully submitted,

  
for Lori A. Shibinette  
Commissioner

Subject: Decompression Services Planning - COVID19 (SS-2020-OCOM-10-DECOM-06)


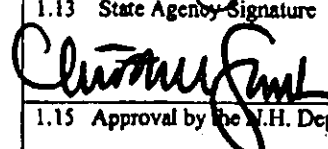
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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. d/b/a Greater Nashua Mental Health		1.4 Contractor Address 100 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number (603) 402-1539 (amothc@gnmhc.org)	1.6 Account Number 05-95-95-950010- 56760000-103-502664- 95010998	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$9,576
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: 5/14/20		1.12 Name and Title of Contractor Signatory CRAIG D. AMOTH, PRESIDENT/CEO	
1.13 State Agency Signature  Date: 6/8/20		1.14 Name and Title of State Agency Signatory Christine Santaniello, DEHS, DHHHS Division Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Catherine Pinos On: 06/10/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials CA  
 Date 5/14/20

**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-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 Initials CA  
Date 5/14/20

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.



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**REVISIONS TO STANDARD CONTRACT PROVISIONS**

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

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on April 7, 2020 ("Effective Date").



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**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor shall develop a plan for decompression services for individuals, statewide, to ensure the safety of the population served, during the COVID19 Pandemic, who are served through contracts with the State of New Hampshire relative to:
  - 1.1.1. Shelter Essential Services;
  - 1.1.2. Emergency Shelter services;
  - 1.1.3. Homeless Intervention Services; and/or
  - 1.1.4. Coordinated Entry Services.
- 1.2. The Contractor shall provide a plan to the Department on how, if needed, decompression services may occur at Daniel Webster College. The Contractor shall ensure:
  - 1.2.1. The plan allows decompression of the population in shelters in a manner that allows for social distancing.
  - 1.2.2. Planned operations align with Centers for Disease Control (CDC) recommendations relative to social distancing.
  - 1.2.3. Planned services can be provided in a safe manner, in cooperation and accordance with any existing agreement with the State of New Hampshire.





Payment Terms

1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8 Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services
2. Payment shall be on a cost reimbursement basis of \$9.576 for expenses detailed in Exhibit C-1, Cost Sheet.
3. The Contractor shall submit an invoice for payment in full of the amount specified in Section 2, above in accordance with Form P-37, Block 1.8, Price Limitation.
4. In lieu of hard copies, the Contractor shall assigned an electronic signature and email the one-time payment invoice to Beth.Kelly@dhhs.nh.gov .
5. The State shall make payment to the Contractor within thirty (30) days of receipt of the invoice identified in Section 3, above, 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.
6. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
7. 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.
8. 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.
9. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited
10. Audits
  - 10.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
    - 10.1.1. 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.
    - 10.1.2. 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.

New Hampshire Department of Health and Human Services  
Decompression Services Planning- COVID19  
**EXHIBIT C**



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- 10.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 10.2. 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.
- 10.3. 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.
- 10.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

**Exhibit C-1 Cost Sheet**

<b>Staff Name &amp; Title</b>	<b>Staff Time</b>	<b>Benefited Rate</b>	<b>Cost to GNMH</b>
Amanda Morrill, HR Generalist	2	38.69	77.38
Ashlyn Ross, Admin & Purchasing Associate	3	18.47	55.41
Bettejean Neveux, CMA, CFO	20	55.10	1,101.91
Brad Mulhern, Facilities Manager	10	38.82	388.19
Craig Amoth, President & CEO	15	102.10	1,531.47
Cynthia Whitaker, Phd, Chief of Services	10	62.97	629.69
Ellen Constant, HR Manager	27	52.48	1,416.96
Jessica Gagnon, Director of Acute Care Services	4	39.03	156.13
Marilou Patalinjug Tyner, MD, CMO	1	141.75	141.75
Maureen Ryan, Director of Quality & Compliance	49	52.15	2,555.53
Patrick Ulmen, CIO	3	59.93	179.78
Thomas Lopez, Acute Care Therapist	4	25.50	102.01
<b>Total Staff Time Costs</b>			<b>8,336.20</b>
Direct Costs - Recruiting			213.75
Total Costs for Project Planning			8,549.95
Admin Rate 12%			1,026.05
<b>Total Costs with Administrative Rate</b>			<b>9,576.00</b>

Contractor Initials: ca

Date: 5/14/20



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Vendor Name: Granit

5-14-20  
Date

Craig J. Croft  
Name: Craig J. Amory  
Title: Pres. & CEO



**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

Vendor Name: Garnit

5/14/20  
Date

Craig Knutson  
Name: Craig D. Amato  
Title: President



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Vendor Name: Gannit

5/14/20  
Date

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





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

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

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

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

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

Exhibit G

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

Vendor Initials CA

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: GNM IT

5/14/20  
Date

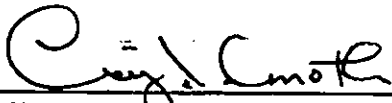
  
Name: CRAG D. AMOTH  
Title: prin. & CEO

Exhibit G

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

Vendor Initials \_\_\_\_\_



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Vendor Name: GMMH

5/14/20  
Date


  
Name: Casey D. Amoth  
Title: Pres. / CEO



Exhibit I

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

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

3/2014

Contractor Initials CA

Date 5/14/20





Exhibit I

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

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

<u>Department of Health and Human Services</u>	<u>Greater Nashua Mental Health (GMMH)</u>
<u>the State</u>	<u>Name of the Contractor</u>
<u><i>Christine Santanillo</i></u>	<u><i>[Signature]</i></u>
<u>Signature of Authorized Representative</u>	<u>Signature of Authorized Representative</u>
<u>Christine Santanillo</u>	<u>Cam D. Amott</u>
<u>Name of Authorized Representative</u>	<u>Name of Authorized Representative</u>
<u>Director, O&amp;IT</u>	<u>Pres. &amp; CEO</u>
<u>Title of Authorized Representative</u>	<u>Title of Authorized Representative</u>
<u>4/17/20</u>	<u>5/14/20</u>
<u>Date</u>	<u>Date</u>



**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: GRANT

5/14/20  
Date

  
Name: Conrad D. Amore  
Title: Pres. of GRC



**FORM A**

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

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

NO                       YES

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

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

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

NO                       YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

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

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

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

New Hampshire Department of Health and Human Services

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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



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

**Exhibit K**

**DHHS Information Security Requirements**



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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**V. LOSS REPORTING**

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

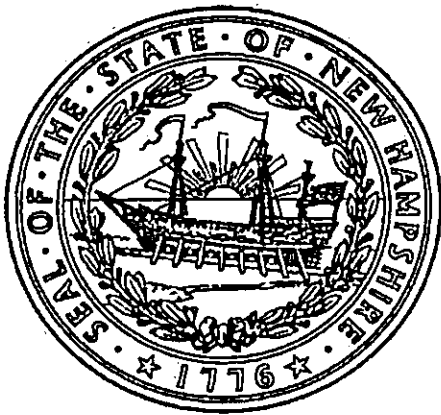
## Department of State

### CERTIFICATE

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

Business ID: 807172

Certificate Number: 0004503702

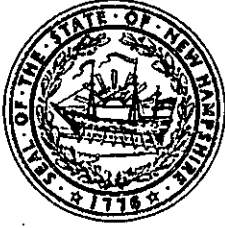


IN TESTIMONY WHEREOF,

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

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

William M. Gardner  
Secretary of State



# State of New Hampshire

## Department of State



Business Name : GREATER NASHUA MENTAL HEALTH

Business ID : 807172

### Filing History

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

### Trade Name Information

Business Name	Business ID	Business Status
---------------	-------------	-----------------

### Name History

Name	Name Type
No Name Changes found for this business.	

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Board Chair/Officer of Greater Nashua Mental Health (GNMH) (Corporation/LLC Name)

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

VOTED: That Craig D. Arnott (Name and Title of Contract Signatory) (may list more than one person)

is duly authorized on behalf of (GNMH) to enter into contracts or agreements with (Name of Corporation/LLC) the State

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

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

Dated: 5/14/20

Pam Burns  
Signature of Pam Burns

Title: Chair, Board of Directors, GNMH



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/15/2019

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

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

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


**COVERAGES**      **CERTIFICATE NUMBER:** 1275217203      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:		OPS1585686	11/12/2019	11/12/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <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 <input type="checkbox"/> OTHER:		S2291649	11/12/2019	11/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED: <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMS0028329	11/12/2019	11/12/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A	03000011395901	1/15/2019	1/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

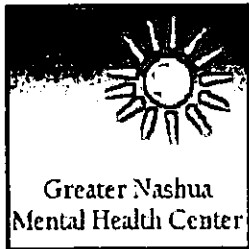
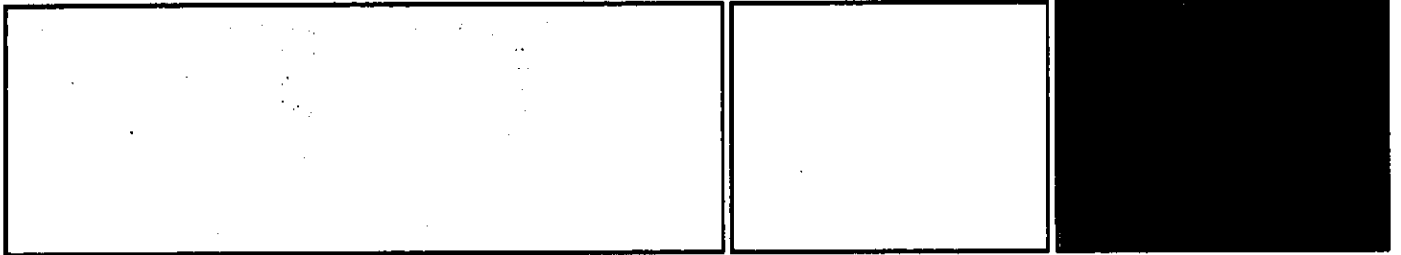
NH DHHS is additional insured with regard to General liability.

<b>CERTIFICATE HOLDER</b>  NH DHHS 129 Pleasant Street Concord NH 03301	<b>CANCELLATION</b>  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 



**Mission Statement of Greater Nashua Mental Health**

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



**FINANCIAL STATEMENTS**

**June 30, 2018 and 2017**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

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

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

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

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

### **Auditor's Responsibility**

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

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

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

### Opinion

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

### Report on Summarized Comparative Information

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

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
October 24, 2018

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

**Statement of Financial Position**

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

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

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

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

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

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

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

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

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

Statement of Functional Revenues and Expenses

Year Ended June 30, 2018

	Children and Adolescents	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services and Other Programs	Total Programs	General and Administrative	Development	Total Organization
Program service fees, net	\$ 3,652,246	\$ 5,230,444	\$ 951,922	\$ 122,840	\$ 159,449	\$ 425,649	\$ 10,542,550	\$ -	\$ -	\$ 10,542,550
New Hampshire Bureau of Behavioral Health	141,771	648,430	-	274,931	-	602,165	1,667,297	-	-	1,667,297
Federal grant	-	35,805	-	-	284,905	194,117	614,827	8,800	-	623,627
Rental income	-	2,159	-	-	-	-	2,159	8,479	-	10,638
Contribution and support	-	375	180	-	100	-	655	138,145	-	138,800
Other	-	-	4,865	-	73,654	-	78,519	178,479	-	256,998
	<u>3,794,017</u>	<u>5,917,213</u>	<u>956,967</u>	<u>397,771</u>	<u>518,108</u>	<u>1,221,931</u>	<u>12,806,007</u>	<u>333,903</u>	<u>-</u>	<u>13,139,910</u>
General and administrative allocation	<u>98,925</u>	<u>154,285</u>	<u>24,952</u>	<u>10,371</u>	<u>13,509</u>	<u>31,861</u>	<u>333,903</u>	<u>(333,903)</u>	<u>-</u>	<u>-</u>
Total revenue and support and other income	<u>\$ 3,892,942</u>	<u>\$ 6,071,498</u>	<u>\$ 981,919</u>	<u>\$ 408,142</u>	<u>\$ 531,617</u>	<u>\$ 1,253,792</u>	<u>\$ 13,139,910</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,139,910</u>

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

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

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2018

	Children and Adolescents	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services and Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenue and support and other income	\$ 3,892,942	\$ 6,071,498	\$ 981,919	\$ 408,142	\$ 531,617	\$ 1,253,792	\$ 13,139,910	\$ -	\$ -	\$ 13,139,910
Expenses										
Salaries and wages	948,182	2,585,642	314,412	193,965	418,751	1,448,801	5,909,753	1,739,208	52,500	7,701,461
Employee benefits	171,692	447,294	48,699	41,015	30,379	253,275	992,354	271,218	6,133	1,269,705
Payroll taxes	70,721	189,443	23,528	14,959	31,817	97,420	427,888	126,803	4,016	558,707
Substitute staff	1,229	3,142	336	285	81	1,651	6,724	23,141	-	29,865
Accounting	-	-	-	-	-	-	-	54,766	-	54,766
Audit fees	10,239	26,171	2,797	2,516	863	13,419	56,005	20,630	-	76,635
Legal fees	2,179	11,614	595	537	185	8,310	23,420	5,001	-	28,421
Other professional fees	21,373	47,936	6,480	23,661	1,626	498,661	599,737	118,785	6,000	724,522
Journals and publications	43	110	12	11	4	56	236	216	-	452
Conferences	3,542	3,255	149	1,025	4,044	6,524	18,539	2,272	-	20,811
Other staff development	-	-	-	-	-	-	-	12,694	-	12,694
Rent	-	-	-	-	-	300	300	(300)	-	-
Mortgage (interest)	-	-	-	-	-	-	-	72,819	-	72,819
Heating costs	3,256	8,322	889	867	365	4,110	17,809	8,055	-	26,864
Other utilities	13,817	35,318	3,775	3,489	1,291	17,891	75,581	27,841	-	103,422
Maintenance and repairs	29,343	75,004	8,017	7,390	2,715	188,995	311,464	71,634	-	382,998
Other occupancy costs	605	1,546	165	152	56	784	3,308	1,219	-	4,527
Office	29,298	68,738	7,317	6,126	6,212	60,346	178,037	110,442	-	288,479
Building and household	4,828	12,340	1,319	1,217	737	6,256	26,697	9,728	-	36,425
Food	416	1,618	87	79	770	1,388	4,358	4,497	-	8,855
Advertising	-	-	-	100	-	2,025	2,125	1,021	-	3,146
Printing	507	2,750	39	219	630	845	4,990	-	2,236	7,226
Communication	20,442	67,284	7,835	6,338	3,244	21,711	126,854	35,295	-	162,149
Postage	1,247	2,816	301	266	87	1,454	6,171	3,162	-	9,333
Staff	28,537	105,211	14,903	23,934	10,518	9,678	192,781	11,718	-	204,499
Client services	27,576	155,811	861	-	5,975	843	191,066	464	-	191,530
Malpractice insurance	20,038	51,219	5,474	5,027	1,828	26,020	109,606	40,375	-	149,981
Vehicle insurance	364	932	100	89	30	478	1,993	734	-	2,727
Property and liability insurance	8,088	20,673	2,210	2,031	741	10,497	44,240	16,296	-	60,536
Other interest	-	-	-	127	169	551	847	3,135	-	3,982
Depreciation	20,407	36,749	-	6,004	8,005	22,821	93,986	156,423	-	260,409
Equipment rental	3,789	9,685	1,035	943	335	13,254	29,041	9,725	-	38,766
Equipment maintenance	900	2,301	246	224	79	1,174	4,924	13,118	-	18,042
Membership dues	6,471	13,892	1,439	1,325	510	2,051	25,688	14,592	-	40,280
Other	618	1,585	141	130	47	771	3,192	9,176	-	12,367
Total program expenses	1,449,647	3,988,401	453,161	344,051	532,094	2,722,360	9,489,714	2,995,802	70,885	12,556,401
General and administrative allocation	910,538	2,418,476	357,303	155,001	102,004	(878,635)	3,066,687	(3,066,687)	-	-
Total expenses	2,360,185	6,406,877	810,464	499,052	634,098	1,845,725	12,556,401	(70,885)	70,885	12,556,401
Change in net assets	\$ 1,532,757	\$ (335,379)	\$ 171,455	\$ (90,910)	\$ (102,481)	\$ (591,933)	\$ 583,509	\$ 70,885	\$ (70,885)	\$ 583,509

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



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

**Statement of Cash Flows**

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

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

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

**Notes to Financial Statements**

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

**Organization**

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

**1. Summary of Significant Accounting Policies**

**Use of Estimates**

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

**Basis of Presentation**

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

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

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

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

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

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

**Notes to Financial Statements**

**June 30, 2018**

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

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

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

**Cash and Cash Equivalents**

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

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

**Accounts Receivable**

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

**Investments**

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

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

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

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

**Notes to Financial Statements**

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

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

**Property and Equipment**

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

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

**Functional Allocation of Expenses**

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

**Estimated Third-Party Liability**

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

**Income Taxes**

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

**Subsequent Events**

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

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

**Notes to Financial Statements**

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

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

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

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

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

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

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

**Notes to Financial Statements**

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

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

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

**3. Investments**

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

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

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

**4. Fair Value of Financial Instruments**

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

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

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

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

**June 30, 2018**

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

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

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

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

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

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

Notes to Financial Statements

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

5. Property and Equipment

Property and equipment consists of the following:

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

6. Endowment

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

Interpretation of Relevant Law

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



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

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

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

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

**Return Objectives and Risk Parameters**

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

**Spending Policy**

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

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

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

**Endowment Composition and Changes in Endowment**

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

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

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

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

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

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

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

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

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

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

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

**7. Debt Obligations**

Line of Credit

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

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

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

Notes Payable

The Organization had the following notes payable:

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

The scheduled maturities on notes payable are as follows:

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

Cash paid for interest approximates interest expense.

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

THE COMMUNITY COUNCIL OF NASHUA, NH  
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Notes to Financial Statements

June 30, 2018  
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8. Commitments and Contingencies

Litigation

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

Construction Commitment

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

Operating Leases

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

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

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

Malpractice Insurance

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

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9. Tax Deferred Annuity Plan

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

**BOARD OF DIRECTORS (2020)**

**PAMELA BURNS** - *Chair*

**DIANE VIENNEAU** - *Vice Chair*

**TANYA L. SPONY, ESQUIRE** - *Treasurer*

**JONE LABOMBARD** - *Secretary*

**ROBERT S. AMREIN**

**CHRISTINE FURMAN**

**ALAN HARKABUS**

**LAURA K. MAISTROSKY, ESQUIRE**

**MARY ANN SOMERVILLE**

**DONNA UPSON**

(updated 5/19/20)

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** 2/97 – 12/00  
 Shelter Inc., 109 School St., Cambridge, MA 02139
- 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	

**CRAIG D. AMOTH**

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**EMPLOYMENT HISTORY:**

**President & CEO**

**Behavioral Health Services North**  
Plattsburgh, NY

Dates of employment: Mar. '13 - Present

**Duties:** Responsible for the overall operations of one of the oldest and largest nonprofit organizations in upstate New York, providing a comprehensive array of behavioral health and social support services for clients across the entire age / developmental spectrum. The agency has a staff of approximately 180, with an annual budget of over 10 million; serving approximately 8,000 individuals each year through 24 programs across three rural counties.

**Results:** Led the Board and Staff through a comprehensive strategic planning process in response to a rapidly changing healthcare environment--including the transition to Medicaid managed care and integrated health. New initiatives include: same day client access, maximizing technology to enhance efficiency and effectiveness, a performance management program and other human capital enhancements, significant expansion of new low income housing, bringing primary care into the behavioral health clinic, a new community-based crisis stabilization program, enhancing client access to best practices; along with an expansion of development, marketing and community relations activities. Named to the Steering Committee for the northern New York healthcare delivery system reform initiative: a program initiated by the Governor to promote integrated care, reduce unnecessary hospitalizations, increase best practices, and make recommendations for a successful transition to Medicaid managed care.

**Consultant & Interim Director of Development and Community Relations**

**Visiting Nurse & Hospice of VT and NH**  
West Lebanon, NH

Dates of employment: Jan.-Sept. 2012

**Duties:** Brought in to assist the organization with Fund Raising / Development, Marketing and Community Relations initiatives. The agency provides home health care and hospice services to a large, rural population in western New Hampshire and eastern Vermont; with over 200 staff and an annual operating budget of 20 million. The agency had been experiencing declines in referrals as a result of new competition; as well as declines in revenue from development activities (annual appeals, grants, etc.).

**Results:** Serving as both consultant and interim Director of Development and Community Relations, I worked with the senior leadership and the Board Development Committee to define the problems and formulate solutions. Delivered new marketing and development strategies and plans that were designed to address the issues identified and effectively utilize available resources to accomplish the goals. Achieved the best Spring appeal campaign in five years, more than doubling the income from the previous year's effort. This was a limited term engagement.

**CEO**      **Range Mental Health Center**  
Virginia, MN

Dates of employment: June '10-Nov. '11

**Duties:**      Responsible for the overall operations of this comprehensive community behavioral health organization that employs 250 staff, with an annual budget of 13 million. The organization offers comprehensive programming for youth through seniors, has both in-patient and outpatient chemical dependency services (including detox), supported housing, community crisis facilities, adult foster homes, partial hospitalization programs, community-based support services for the seriously mentally ill, and family / youth support services in every school district in the area.

**Results:**      Led board and senior management through a strategic planning effort to prepare the agency to thrive in a rapidly changing, healthcare reformed marketplace. Developed new partnerships with primary care and launched an integrated care pilot program that holds the promise of both enhanced client outcomes and improved profit margins. Initiated several business process restructuring efforts to dramatically reduce client wait times, reduce days in A/R, reduce documentation time, and increase service capacity without adding additional staff. Launched several new service lines and opened a community-based crisis facility to meet the acute behavioral health needs of area residents—at roughly a third of the cost of hospital-based services. Left the agency to return to New Hampshire and reunite with family after efforts to sell NH home proved to be unsuccessful in a difficult market.

**Executive Director:**      **Familystrength**  
Concord, NH

Dates of employment: Jan.'06-May '10

**Duties:**      Responsible for the overall operations of this state-wide private, nonprofit agency that provides intensive home / community-based services for at-risk youth and their families; the agency had a staff of 45 and a budget of 2.5 million. Strong focus on strategic planning, board and middle management development, and restructuring of organizational processes and personnel for optimal agency performance.

**Results:**      The agency went from a deficit of \$197,000 in 2005 (prior to my arrival), to a surplus of \$228,000 (and additional clients served) at the close of my first year. The agency saw similar increases in 2007 and was on track for another record year in 2008--until the state / national economy took a downturn and referrals were adversely affected. Re-engineered the organization to be more cost effective, competitive in '09; State funding continued to be cut so sought out strategic partnerships and merged the organization with another nonprofit agency that was closely aligned and less dependent upon State funding for future growth and sustainability.

**Owner:**      **The Wellness Center**  
Powell, Wyoming

Dates of employment: 2004 - 2005

**Duties:**      Private practice providing consulting services to area businesses, schools, hospitals, and other human services related organizations; in addition to conducting individual, couples and family therapy on an outpatient basis.

**Executive Director:** **Park County Mental Health Center**  
Cody, Wyoming

Dates of employment: 1996 – 2004

**Duties:** Responsible for the overall operations of this private, nonprofit community mental health agency with a staff of 30 and a budget of 2 million. When I arrived, the agency was heavily in debt, attempting to recover from lawsuits, had multiple staffing and recruitment concerns and was facing the very real prospect of having to close its doors. The agency's reputation in the community was poor at best and its ability to accomplish its mission was severely compromised.

Led the organization through a comprehensive strategic planning process and within a relatively short period, the organization more than quadrupled in size, expanded its operating budget / income by almost 500%, established a healthy reserve and best of all—significantly enhanced the mental health of the communities it serves by providing healthcare in a rural environment that is second to none. The agency maintained multiple sites for ease of access, operated a drop-in center for SPMI clients and provided on-site community-based services in area hospitals, schools, nursing homes / senior centers, correctional facilities, etc. Created a community-based acute care option to prevent unnecessary hospitalizations and implemented a mobile crisis program to respond to acute/emergency needs on a county-wide basis.

**Results:** Development of a comprehensive system of mental health care that encompassed youth through the elderly—utilizing evidenced based models where appropriate.

- Quadrupled the size of organization and the associated revenue
- Oversaw the design and building of multiple facilities
- Oversaw the design and implementation of an integrated computerized client database, clinical records, and accounting/billing system
- Facilitated the integration of mental health care with primary health care systems, educational systems, law enforcement / correctional systems and other community-based social / human service systems.
- Achieved national accreditation (CARF), youth/adult behavioral health care
- Significantly enhanced the agency's community reputation and fiscal viability
- Effectively managed significant growth and change

**Program Manager:** **HSI Counseling/EAP Services, Human Services Inc.**  
Denver, Colorado

Dates of employment: 1994 – 1996

**Duties:** Responsible for the operations of six out-patient mental health offices in the Metro-Denver and Boulder area which provided over 8,500 counseling sessions per year. The agency is a private, not-for-profit that serves a wide variety of clients (adults, families, couples and youth), as well as those from various ethnic backgrounds and disabilities. Provided clinical and administrative supervision to a staff of 26. Developed program budgets, marketing plans, policies and procedures and oversaw staff development and training. Grant writing and public relations efforts were also effectively carried out.

**Program** **Child and Family Services, Aurora Community Mental Health Center**  
**Manager:** Aurora, Colorado Dates of employment: 1991 – 1994

**Duties:** Provided direct supervision to a staff of six full-time and two part-time employees. Responsible for overall program operations, management of the program budget, development and implementation of staff training, program policies, as well as new initiatives to meet community needs. Provided direct service to agency clients. Implemented a brief-therapy training program to facilitate therapists becoming more efficient and effective in their delivery of clinical services in preparation for managed care/capitated Medicaid contracts. Successful in writing and securing grants. Served as the consultant and liaison to the Denver Metro area children's psychiatric hospitals and the state Hospital at Fort Logan—assisting them in developing appropriate service plans and obtaining the necessary discharge support services in the community.

**Family** **Willow Street Center for Youth / Families, Abbott Northwestern Hospital**  
**Therapist:** Minneapolis, Minnesota Dates of employment: 1988 – 1990

**Duties:** Conducted individual and family assessments, provided intensive therapeutic interventions for acutely mentally ill and/or suicidal youth, adults and their families. Facilitated therapeutic groups for both youth and adults. Provided family, marital and individual therapy on an outpatient basis as well.

**Program** **CrossStreets for Youth/Families, St. Paul Youth Service Bureau**  
**Manager:** St. Paul, Minnesota Dates of employment: 1987 – 1988

**Duties:** Responsible for overall program development/oversight, fiscal management and public relations efforts. Provided administrative and clinical supervision to a staff of six family counselors. Managed a federal runaway and homeless youth grant. Board member for the state runaway youth and family organization. Provided statewide training on time efficient therapy techniques with youth and families.

**Executive** **Alpha House Youth Care Inc.**  
**Director:** Menomonie, Wisconsin Dates of employment: 1980 – 1985

**Duties:** Served in several capacities with this agency—Youth Worker, Program Manager, and Executive Director for two years. Ultimately responsible for the overall operations of this private, nonprofit youth and family crisis intervention and evaluation center. The agency provided individual and family evaluations for county courts and human services departments in a seven county area. The agency was able to maintain a positive fund balance for the first time in its ten-year history under my administration.

**ACADEMIC ACHIEVEMENTS:**

- Master of Science**    Marriage and Family Therapy (AAMFT Approved)  
University of Wisconsin-Stout
  
- Master of Science**    Guidance and Counseling  
University of Wisconsin-Stout
  
- Bachelor of Arts**    Psychology  
University of Wisconsin-Stout  
Graduated Summa Cum Laude
  
- Certificate**        Nonprofit Financial Stewardship  
Harvard Kennedy School
  
- Leadership Academies**    Park County, Wyoming Leadership Program; Greater Concord Area,  
New Hampshire Leadership Program; Blandin Foundation Leadership  
Program, Minnesota

**PROFESSIONAL AFFILIATIONS / AWARDS:** Awarded Marriage and Family Therapist of the year by the Colorado Assoc. of Marriage and Family Therapists (for state legislative advocacy efforts). Member of the National Council for Community Behavioral Healthcare.

# 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

bjeannev@yahoo.com



603.491.4752



Concord, NH



## 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.



**Cynthia L. Whitaker, Psy.D.**

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**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.

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

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.

**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)

# 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 administrating 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

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.***

## 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 Prester Center, Clay County based at Prester 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 Prester Center, Boone County based at Process Strategies office
2010 – 2013	Medical Director, Assessment Unit (TPC Program), Highland Hospital 300 56 <sup>th</sup> 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 56<sup>th</sup> 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-Aguillar 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 18<sup>th</sup> Annual Convention of the Philippine Psychiatric Association, Manila, Philippines.

## REFERENCES

1. Ted Thornton, M.D. (304) 552-6836 [ted.thornton@yahoo.com](mailto:ted.thornton@yahoo.com)
2. Toni Goodykoontz, M.D. (304) 669-0470 [tgoodykoontz1@gmail.com](mailto:tgoodykoontz1@gmail.com)
3. Fred Frazier III, APRN, PMHNP-BC (304) 669-9032 [fredfrazier3@gmail.com](mailto:fredfrazier3@gmail.com)

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.

**PATRICK M. ULMEN**

**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.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maureen Ryan	Director of Quality & Compliance	\$ 93,933	2.72%	\$2,555.35
Craig Amoth	President & CEO	\$180,250	0.85%	\$1,531.50
Bettejean Neveux, CMA	Chief Financial Officer	\$ 99,528	1.11%	\$1,102.00
Cynthia Whitaker, Phd	Chief of Services	\$104,915	0.60%	\$ 629.70
Ellen Constant	Human Resources Manager	\$ 88,940	1.59%	\$1,416.96
Jessica Gagnon	Director of Acute Care Services	\$ 69,992	0.22%	\$ 156.12
Marilou Patalinjug Tyner, MD	Chief Medical Officer	\$258,835	0.05%	\$ 141.75
Patrick Ulmen	Chief Information Officer	\$109,470	0.16%	\$ 179.79